

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

ZACHARY GRIFFIN,
Plaintiff(s),
v. Case 24-cv-21929-BLOOM/Elfenbein
MOTORSPORTS GAMES, INC.,
Defendant(s).

DEPOSITION
OF
ZACHARY GRIFFIN

DATE: Wednesday, February 12, 2025
TIME: 10:00 a.m. - 4:45 p.m.
LOCATION: AXA Law Group PLLC
2121 Northwest 2nd Avenue
Suite 201
Miami, Florida 33127
REPORTED BY: Nidelis Gonzalez, Notary Public
JOB NO: 7169342

Page 2

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

APPEARANCES

ON BEHALF OF PLAINTIFF(S):

Eduardo Ayala Maura, Esquire

Ayala Law PA

2490 Coral Way

Suite 401

Miami, Florida 33145

Eduardo@ayalalawpa.com

ON BEHALF OF DEFENDANT(S):

Alice Ferot, Esquire

Axs Law Group PLLC

2121 Northwest 2nd Avenue

Suite 201

Miami, Florida 33127

Jeff@axslawgroup.com

Alice@axslawgroup.com

Page 4

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

EXHIBIT

EXHIBIT

DESCRIPTION

PAGE

Defendant 1

Notice

10

Defendant 2

Complaint

11

Defendant 3

LinkedIn Profile

15

Defendant 4

Employment Agreement

22

Defendant 5

Paystubs

27

Defendant 6

Travel Exemption Letter

28

Defendant 7

9-10-21 Teams Conversation

35

Defendant 8

9-20-21 E-mail

36

Defendant 9

9-20-21 E-mail

38

Defendant 10

3-2023 E-mail Thread Griffin

40

Defendant 11

10-7-21 Agreement

42

Defendant 12

10-12-21 E-mail

44

Defendant 13

10-14-21 E-mail

47

Defendant 14

10-20-21 E-mail

48

Defendant 15

11-4-21 E-mail

54

Defendant 16

12-7-21 E-mail

55

Defendant 17

12-24-21 E-mail

59

Defendant 18

1-4-22 E-mail

60

Defendant 19

1-6-22 E-mail

62

Defendant 20

Qantas E-Ticket Ref#6T46S6

63

Defendant 21

2-16-22 E-mail

64

Defendant 22

3-16-22 E-mail

67

Defendant 23

Qantas E-Ticket Ref#6794GX

68

Page 3

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

INDEX

WITNESS

PAGE

ZACHARY GRIFFIN

Ms. Ferot

9

Page 5

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

EXHIBIT

(continued)

EXHIBIT

DESCRIPTION

PAGE

Defendant 24

Dun & Bradstreet Report Form

68

Defendant 25

CONFIDENTIAL

71

Defendant 26

Apartment Lease

73

Defendant 27

11-15-22 Teams Message

75

Defendant 28

4-27-22 E-mail

85

Defendant 29

5-4-22 E-mail

89

Defendant 30

5-6-22 Letter Malatova

91

Defendant 31

5-9-22 E-mail

93

Defendant 32

6-8-22 E-mail

96

Defendant 33

12-30-22 E-mail

97

Defendant 34

1-9-23 E-mail

99

Defendant 35

1/12/23 E-mail

132

Defendant 36

1-18-23 E-mail

139

Defendant 37

2-15-23 Kozko/Griffin

142

Defendant 38

2-20-23 Griffin/Kozko

146

Defendant 39

2-22-23 E-mail

146

Defendant 40

5-16-23 E-mail

149

Defendant 41

5-22-23

150

Defendant 42

6-21-23

150

Defendant 43

8-1-23 E-mail

166

Defendant 44

8-11-23

169

Defendant 45

Travel History

170

| | |
|---|---|
| <p style="text-align: right;">Page 6</p> <p>1 EXHIBIT</p> <p>2 (continued)</p> <p>3 EXHIBIT DESCRIPTION PAGE</p> <p>4 Defendant 46 1-5-22 Teams Conversation 173</p> <p>5 Defendant 47 2-22-23 E-mail 175</p> <p>6 Defendant 48 11-2-23 E-mail 177</p> <p>7 Defendant 49 NetSuite Expense Report 182</p> <p>8 Defendant 50 Initial Disclosures 184</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> | <p style="text-align: right;">Page 8</p> <p>1 laws in the same manner as a deposition</p> <p>2 recorded by stenographic means, and shall</p> <p>3 constitute written stipulation of such. This</p> <p>4 proceeding is being recorded via video</p> <p>5 technology by Valentina Olano.</p> <p>6 At this time will everyone in attendance</p> <p>7 please identify yourself for the record,</p> <p>8 beginning with the taking attorney.</p> <p>9 MS. FEROT: Good morning. My name is</p> <p>10 Alice Ferot, and I represent Motorsport Games,</p> <p>11 Inc.</p> <p>12 MR. AYALA: Eduardo Ayala for Zach</p> <p>13 Griffin, the plaintiff.</p> <p>14 THE COURT REPORTER: Thank you. Hearing</p> <p>15 no objection I will swear in the witness.</p> <p>16 Please raise your right hand. Do you swear or</p> <p>17 affirm the testimony you're about to give will</p> <p>18 be the truth, the whole truth, and nothing but</p> <p>19 the truth?</p> <p>20 MR. GRIFFIN: I do.</p> <p>21 THEREUPON,</p> <p>22 ZACHARY GRIFFIN,</p> <p>23 a Witness of lawful age, being first duly sworn in</p> <p>24 accordance with the law, was examined and testified</p> <p>25 as follows to the best of his ability:</p> |
| <p style="text-align: right;">Page 7</p> <p>1 PROCEEDING</p> <p>2 VIDEOGRAPHER: Good morning. The time is</p> <p>3 10:20 a.m., and we are on the record on</p> <p>4 February 12, 2025. My name is Valentina Olano,</p> <p>5 and I am the videographer. I'm, going to hand</p> <p>6 it over to our court reporter.</p> <p>7 THE COURT REPORTER: Good morning. My</p> <p>8 name is Nidelis Gonzalez, and I'm the reporter</p> <p>9 assigned by Veritext to take the record of this</p> <p>10 proceeding. We are now on the record at 10:18</p> <p>11 a.m. This is the deposition of Zachary</p> <p>12 Griffin, taken in the matter of Zachary Griffin</p> <p>13 versus Motorsport Games, Incorporated, case</p> <p>14 number 24-cv-21929. It is February 12, 2025.</p> <p>15 We are at 2121 Northwest 2nd Avenue, Suite 201,</p> <p>16 Miami, Florida 33127.</p> <p>17 I am a notary authorized to take</p> <p>18 acknowledgments and administer oaths in the</p> <p>19 state of Florida. Additionally, absent an</p> <p>20 objection on the record before the witness is</p> <p>21 sworn all parties and the witness understand</p> <p>22 and agree that any certified transcript</p> <p>23 produced from the recordings of this proceeding</p> <p>24 is intended for all uses permitted under</p> <p>25 applicable procedural and evidentiary rules and</p> | <p style="text-align: right;">Page 9</p> <p>1 THE COURT REPORTER: Thank you. Please</p> <p>2 begin.</p> <p>3 DIRECT EXAMINATION</p> <p>4 BY MS. FEROT:</p> <p>5 Q Good morning, Mr. Griffin.</p> <p>6 A Good morning.</p> <p>7 Q So I represent Motorsport Games, Inc.</p> <p>8 Could you please state your full name for the</p> <p>9 record?</p> <p>10 A Yes. Zachary Nicholas Griffin.</p> <p>11 Q Okay. Now, have you been deposed before?</p> <p>12 A No, first time.</p> <p>13 Q First time, okay, so I'll go over some</p> <p>14 ground rules for you. But do you understand that</p> <p>15 you are under oath?</p> <p>16 A Yes.</p> <p>17 Q Okay. And that means you have to tell the</p> <p>18 truth, right?</p> <p>19 A Yes, of course.</p> <p>20 Q And your answers have the same</p> <p>21 significance if they were asked in a courtroom.</p> <p>22 A Yes.</p> <p>23 Q So I'll ask if you don't understand a</p> <p>24 question please let me know, that give me a chance</p> <p>25 to rephrase.</p> |

3 (Pages 6 - 9)

| | |
|--|--|
| <p style="text-align: right;">Page 10</p> <p>1 A Of course.</p> <p>2 Q If you need a break just let us know,</p> <p>3 we'll take a break, but I just ask that you answer</p> <p>4 any pending question.</p> <p>5 A Sure.</p> <p>6 Q And also, everything is being transcribed</p> <p>7 by the court reporter, so we really have to all make</p> <p>8 an effort to not speak over each other. So if I ask</p> <p>9 a question, and you see where I'm going, and you</p> <p>10 want to answer, you have to pause, and make sure</p> <p>11 that I finish my question --</p> <p>12 A Not a problem at all.</p> <p>13 Q It would also help your counsel to object,</p> <p>14 if he has any objection. Same thing, only use</p> <p>15 verbal responses, because non-verbal responses</p> <p>16 cannot be transcribed.</p> <p>17 A Okay.</p> <p>18 (Thereupon, Defendant Exhibit 1 is marked for</p> <p>19 identification.)</p> <p>20 BY MS. FEROT:</p> <p>21 Q All right, so I'm going to be handing you</p> <p>22 what we'll mark as Exhibit Number 1. Oops, sorry.</p> <p>23 No So, do you recognize this document?</p> <p>24 A I do, yes.</p> <p>25 Q Notice of deposition. Are you prepared to</p> | <p style="text-align: right;">Page 12</p> <p>1 Q Is there any fact that is not true in this</p> <p>2 complaint?</p> <p>3 A In this complaint?</p> <p>4 Q Yes.</p> <p>5 A Not to my knowledge.</p> <p>6 Q Okay. Is there any fact that is missing</p> <p>7 from the complaint?</p> <p>8 A Not to my knowledge.</p> <p>9 MR. AYALA: Objection to form.</p> <p>10 BY MS. FEROT:</p> <p>11 Q All right, so now we're going to go to the</p> <p>12 counts of the complaint. If you'll turn the page,</p> <p>13 and you go to Page 6, do you see that in your</p> <p>14 complaint there is a count one, breach of contract</p> <p>15 --</p> <p>16 A Yes.</p> <p>17 Q -- then on Page 7 breach of good faith and</p> <p>18 fair dealing.</p> <p>19 A Yes.</p> <p>20 Q Count three, promissory estoppel. And</p> <p>21 count four, breach, breach of fiduciary duty. Do</p> <p>22 you see that?</p> <p>23 A I do.</p> <p>24 Q All right, are you aware that except for</p> <p>25 count three, the promissory estoppel count, all the</p> |
| <p style="text-align: right;">Page 11</p> <p>1 answer my questions today?</p> <p>2 A Yes.</p> <p>3 (Thereupon, Defendant Exhibit 2 is marked for</p> <p>4 identification.)</p> <p>5 BY MS. FEROT:</p> <p>6 Q Okay. So I'm going to be handing you a</p> <p>7 copy of what we'll mark as Exhibit Number 2. Well,</p> <p>8 actually I'm giving you --</p> <p>9 MS. FEROT: Can I -- can I just keep -- I</p> <p>10 know you --</p> <p>11 THE COURT REPORTER: Yeah, absolutely.</p> <p>12 MS. FEROT: Can you give me back the -- is</p> <p>13 that fine, then I'll hand it over to you when</p> <p>14 I'm done for --</p> <p>15 BY MS. FEROT:</p> <p>16 Q Do you recognize this document?</p> <p>17 A Yes.</p> <p>18 Q Is it the document that your counsel filed</p> <p>19 on your behalf?</p> <p>20 A That appears to be.</p> <p>21 Q Okay. I'll give you a minute to go</p> <p>22 through the pages. Is there any factual allegation</p> <p>23 that is not true in the complaint?</p> <p>24 MR. AYALA: Objection to form.</p> <p>25 BY MS. FEROT:</p> | <p style="text-align: right;">Page 13</p> <p>1 counts have been dismissed?</p> <p>2 A Yes, I am.</p> <p>3 Q Understand the courts found that you did</p> <p>4 not have a claim for these counts.</p> <p>5 MR. AYALA: Objection to form.</p> <p>6 BY MS. FEROT:</p> <p>7 Q All right, so now I go to the count that</p> <p>8 remains, count three on Page 8. In that count is</p> <p>9 there any factual allegation that is not true?</p> <p>10 MR. AYALA: Objection to form.</p> <p>11 BY MS. FEROT:</p> <p>12 Q Is there any factual allegation that is</p> <p>13 not true? We didn't hear your response.</p> <p>14 A I didn't respond. Of these --</p> <p>15 Q Yes.</p> <p>16 A That is not true?</p> <p>17 Q Yes.</p> <p>18 A Again, not to my knowledge.</p> <p>19 Q Okay. Is there anything missing, any</p> <p>20 factual allegation that is missing --</p> <p>21 MR. AYALA: Objection to form.</p> <p>22 BY MS. FEROT:</p> <p>23 Q I'm sorry, I didn't hear your response.</p> <p>24 A No, just to clarify --</p> <p>25 MR. AYALA: You -- you -- if you don't</p> |

4 (Pages 10 - 13)

| | |
|---|---|
| <p style="text-align: right;">Page 14</p> <p>1 understand you don't have to answer. 2 THE WITNESS: Okay. Just to clarify, if 3 there's an objection to form -- 4 MR. AYALA: Yeah, you -- you -- you can 5 answer, unless I tell you not to answer. 6 THE WITNESS: Okay. 7 MR. AYALA: So I -- I - I'm going to put 8 -- so I find her questions improper -- 9 THE WITNESS: Yes. 10 MR. AYALA: -- so I put an objection -- 11 THE WITNESS: Yes. 12 MR. AYALA: -- then we'll have to deal 13 with the judge later, but you -- 14 THE WITNESS: Okay. 15 MR. AYALA: If -- if -- if -- if I tell 16 you not to answer you don't answer. If I don't 17 say anything you can answer. 18 THE WITNESS: Okay. If you objection to 19 form I'm still to answer. 20 MR. AYALA: Huh? 21 THE WITNESS: If there's an objection to 22 form I still answer the question. 23 MR. AYALA: You still answer. 24 THE WITNESS: Okay, sorry. That's -- 25 MR. AYALA: It's all right.</p> | <p style="text-align: right;">Page 16</p> <p>1 experience and background? 2 A Yes. 3 Q Okay. So can you tell me a little bit 4 about your experience at Big Ant? 5 A At Big Ant. 6 Q Mm-hmm. 7 A That was many years ago. I was a 3D 8 artist, so I was responsible for producing art 9 assets for racing games. 10 Q Okay. So what was your position? 11 A I was a Junior 2D/3D Artist from -- from 12 there I think -- I did a long time ago, so. 13 Q Why did you leave? 14 A Where did I live? 15 Q Yes. 16 A In Melbourne. 17 Q Say that again. 18 A In Melbourne. 19 Q No, why did you leave that position? 20 A Why did I leave? I was offered a better 21 position. 22 Q Okay. 23 A At a, another company called Think Outside 24 the Square. 25 Q Okay. Is it here on this profile?</p> |
| <p style="text-align: right;">Page 15</p> <p>1 THE WITNESS: -- my misunderstanding. 2 BY MS. FEROT: 3 Q No worries. Where do you currently live? 4 A In Australia. 5 Q Where in Australia? 6 A In Melbourne. 7 Q How do you spell that? 8 A M-E-L-B-O-U-R-N-E. 9 Q All right. I understand you're married. 10 Could you state your wife's name for the record? 11 A Yes. Francesca Holmes. 12 Q Okay. How many children do you have? 13 A One. 14 Q One. How old? 15 A Four, five weeks now. 16 Q Okay. Congratulations. 17 A Yeah, thank you. 18 (Thereupon, Defendant's Exhibit 3 is marked for 19 identification.) 20 BY MS. FEROT: 21 Q I'm going to hand you a copy of what we'll 22 mark as Exhibit 3. So this is your LinkedIn 23 profile. Do you recognize this? 24 A Yes, I do. 25 Q Does this profile accurately reflect your</p> | <p style="text-align: right;">Page 17</p> <p>1 A No, it's not, because it wasn't relevant 2 to my gaming experience. 3 Q Okay. And what did you do there? 4 A I ran a simulator, driving simulators. I 5 did exhibitions for different clients in the Motor 6 Show Grand Prix, and various other motorsport 7 related events. 8 Q Got it. And how long did you stay there? 9 A Approximately, I believe somewhere between 10 a year and eighteen months. And there was various 11 and sporadic work, apart from that, and at that time 12 as well I went to, I went to study as well at 13 University. 14 Q Okay. Where was it? 15 A At RMIT. 16 Q Okay. Tell me a little bit -- would you 17 describe me your educational background? 18 A Mm-hmm. Yeah, so I have an advanced 19 diploma in game development from Victoria 20 University. I also have a degree in business as 21 well from RMIT, majoring in entrepreneurship. 22 Q Okay. And I understand you're the 23 creator, the founder of Black Delta -- 24 A Yes, correct. 25 Q When did you create it?</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 18</p> <p>1 A In -- I think we incorporated in 20, like 2 2014, early 2015, I think. I don't recall the exact 3 date, but somewhere around there. 4 Q Which -- which year? 5 A 2014 or 2015. 6 Q '14. 7 A I'm not aware of the exact incorporation 8 day. 9 Q All right. What was your position there? 10 A I was the founder. 11 Q And what was the purpose of Black Delta? 12 A To -- first, to make racing games, so I 13 built a prototype of a racing game, and which I 14 commercialized, and it was to take that game to, to 15 market. 16 Q Okay. And that's where you created 17 KartKraft? 18 A That's correct. 19 Q Can you tell me a little bit more about 20 the game, how you developed it, the release? 21 A Yes. So it was a racing simulator game, 22 similar to Gran Turismo, which is a racing game for 23 Sony PlayStation, but it focused primarily on go- 24 karts, so profession go-karts that Formula One 25 drivers, for example, would use on their, their way</p> | <p style="text-align: right;">Page 20</p> <p>1 A I believe it was sometime in late 2020. I 2 had a LinkedIn message from Steven Hood, who was the 3 then president of the company, and another gentleman 4 called Gustavo Roche, who was their business 5 development manager, I think, at the time. 6 Q Okay. And you started to negotiate the 7 sale of KartKraft to Motorsport, right? 8 A That's correct. 9 Q Okay. 10 A And to clarify, they reached out to me, 11 not the other way around. 12 Q They reached out to you? 13 A Yes. 14 Q Okay. And that was Steven Hood. 15 A Steven Hood had reached out to me, and 16 then, I think at some earlier date, and then Eduardo 17 and, I'm sorry, not Eduardo, and then Gustavo and 18 Steven had reached out again sometime in 2020, I 19 believe. 20 Q Okay. And you sold KartKraft, or you sold 21 Black Delta, or both? 22 A KartKraft. 23 Q You sold KartKraft, okay. 24 A Mm-hmm. 25 Q And when did you first discuss working for</p> |
| <p style="text-align: right;">Page 19</p> <p>1 to, to their career, or to become a Formula One 2 driver. 3 Q What are the revenues brought by 4 KartKraft? 5 A The revenues? That's a good question. I 6 don't recall exactly at the time, I know to date I 7 think it sold in excess of 300,000 units, I believe. 8 Q Congratulations. 9 A Thank you. 10 Q Was Black Delta representable? 11 A No, it was not. 12 Q So when did you first get in touch with 13 Motorsport -- and before you answer I just want to 14 make a clarification, because we're going to speak 15 about several entities, so when I say Motorsport 16 that is just the group. 17 A Yes. 18 Q Motorsport US will be Motorsport Games, 19 Inc., Motorsport Australia will be Motorsport Games 20 Australia -- 21 A Mm-hmm. Sure. 22 Q -- is that fine? 23 A That's fine. 24 Q Okay. So when did you first get in touch 25 with them, with Motorsport?</p> | <p style="text-align: right;">Page 21</p> <p>1 Motorsport? 2 A Sometime during the, the negotiations. So 3 the idea was that they would purchase KartKraft, and 4 then the, myself and another employee would, would 5 join Motorsport Games Australia Proprietary Limited. 6 Q Okay. And what was the, the goal, why 7 were they opening Motorsport Games Australia? 8 A So it was purely, I believe, as a vehicle 9 for KartKraft, and to build a studio in Australia 10 around myself leading that, that team, and at the 11 time to take KartKraft to console. 12 Q Okay. What was your start date; do you 13 recall? 14 A Yes. I think it was the 16th of March. 15 There or thereabouts, but I think that's correct. 16 Q Okay. 17 A In 2021. 18 Q And what was your last day? 19 A November 1st in 2023, I believe. 20 Q Had you ever been terminated before in 21 your career? 22 A No, my first time. And it was a, a 23 redundancy, rather than a termination, so I wasn't 24 fired for cause, or anything like that, it was the 25 whole studio was shut down.</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 22</p> <p>1 Q Understood. So what do you do now?</p> <p>2 A So I work as a development director for a</p> <p>3 subsidiary within Electronic Arts.</p> <p>4 Q What's the name of the subsidiary?</p> <p>5 A Fusion.</p> <p>6 Q And that's an Australian entity, right?</p> <p>7 A No, I don't believe so. I think it's part</p> <p>8 of the EA umbrella. I don't know where the entity</p> <p>9 is incorporated.</p> <p>10 (Thereupon, Defendant Exhibit 4 is marked for</p> <p>11 identification.)</p> <p>12 BY MS. FEROT:</p> <p>13 Q Okay. All right, I'm going to be handing</p> <p>14 you a copy of what we will mark as Exhibit 4. Are</p> <p>15 you familiar with this document?</p> <p>16 A It appears to be my employment contract</p> <p>17 with Motorsport Games Australia.</p> <p>18 Q Okay. Can you go on Page 15, at the end?</p> <p>19 Do you recognize your signature?</p> <p>20 A Yes.</p> <p>21 Q So you agreed to the terms of this</p> <p>22 employment agreement, correct?</p> <p>23 A Yes.</p> <p>24 Q And who else executed this contract?</p> <p>25 A It was myself and Amanda LeCheminant. I</p> | <p style="text-align: right;">Page 24</p> <p>1 Q Okay. And here it states your start date,</p> <p>2 which you mentioned earlier, which is March 16,</p> <p>3 2021.</p> <p>4 A Yes.</p> <p>5 Q What was your compensation?</p> <p>6 A It was \$170,000.00 USD. I'm reading it</p> <p>7 from here as well, and there were three bonuses</p> <p>8 guaranteed annually of \$70,000.00 USD as well.</p> <p>9 Q Okay. So on average per year you were</p> <p>10 making \$170,000.00, plus \$70,000.00, so \$240,000.00</p> <p>11 annual.</p> <p>12 A That's correct.</p> <p>13 Q Was it the highest compensation at</p> <p>14 Motorsport Australia?</p> <p>15 A Yes, it was.</p> <p>16 Q Do you see the entire agreement clause on</p> <p>17 Page 12?</p> <p>18 A Yes.</p> <p>19 Q So this Paragraph 19.8 of the agreement</p> <p>20 captioned Entire Agreement. This agreement contains</p> <p>21 the entire agreement between the parties with</p> <p>22 respect to the subject matter of this agreement, and</p> <p>23 supersedes and prevails over any prior agreement,</p> <p>24 covenant, or understanding, if any between the</p> <p>25 parties.</p> |
| <p style="text-align: right;">Page 23</p> <p>1 executed it on my behalf, as an employee, and in my</p> <p>2 capacity as director of the company.</p> <p>3 Q Okay. And Ms. LeCheminant executed from</p> <p>4 Motorsport Games Australia.</p> <p>5 A Yes.</p> <p>6 Q Who is Ms. LeCheminant?</p> <p>7 A So she was the general counsel for</p> <p>8 Motorsport Games at the time.</p> <p>9 Q Okay. And if you go back to the first</p> <p>10 page of the document you see the parties to this</p> <p>11 agreement, right?</p> <p>12 A Yes.</p> <p>13 Q Who is the employer?</p> <p>14 A Yes.</p> <p>15 Q I -- I was asking who is the employer?</p> <p>16 A Who is -- Motorsport Games Australia</p> <p>17 Proprietary Limited.</p> <p>18 Q Okay. And who is the employee?</p> <p>19 A It would be myself.</p> <p>20 Q Okay. If you look at the schedule, which</p> <p>21 is on, I believe Page 16, what was your position</p> <p>22 then?</p> <p>23 A So I was the director of studio.</p> <p>24 Q Okay. And that was for which entity?</p> <p>25 A For Motorsport Games Australia.</p> | <p style="text-align: right;">Page 25</p> <p>1 MR. AYALA: Objection to form, legal</p> <p>2 conclusion.</p> <p>3 MS. FEROT: I'm just reading what's on the</p> <p>4 document.</p> <p>5 MR. AYALA: It wasn't a question?</p> <p>6 MS. FEROT: No.</p> <p>7 MR. AYALA: Sorry about that. When you</p> <p>8 finish your question that will be my objection.</p> <p>9 MS. FEROT: No worries. No worries.</p> <p>10 BY MS. FEROT:</p> <p>11 Q How do you understand this clause?</p> <p>12 MR. AYALA: Objection to form, legal</p> <p>13 conclusion.</p> <p>14 THE WITNESS: So my understanding -- I'd</p> <p>15 have to consult a, a lawyer again, but it says</p> <p>16 this document is to represent the agreement</p> <p>17 between myself and Motorsport Games Australia.</p> <p>18 BY MS. FEROT:</p> <p>19 Q Okay. That means everything is there,</p> <p>20 right, everything is in the agreement, the entire</p> <p>21 agreement between you and Motorsport Australia.</p> <p>22 MR. AYALA: Objection to form.</p> <p>23 THE WITNESS: There was a, another</p> <p>24 separate stock agreement, as well I believe for</p> <p>25 total compensation. But other than that it</p> |

7 (Pages 22 - 25)

| | |
|--|---|
| <p style="text-align: right;">Page 26</p> <p>1 appears that everything is here.</p> <p>2 BY MS. FEROT:</p> <p>3 Q There was a stock agreement?</p> <p>4 A Yes.</p> <p>5 Q Okay. So did you get stock from</p> <p>6 Motorsport?</p> <p>7 A I don't believe it was ever officially</p> <p>8 actioned upon, because of the financial issues with</p> <p>9 the company at the time, but that was the, the</p> <p>10 intent.</p> <p>11 Q Okay. So the right to stock was never</p> <p>12 triggered?</p> <p>13 A That's correct, I believe.</p> <p>14 Q Okay. All right, now moving onto Page 3.</p> <p>15 Do you see on top of, on top of the page the clause</p> <p>16 Travel and Expenses?</p> <p>17 A Yes.</p> <p>18 Q So this is clause number four, Travel and</p> <p>19 Expenses 4.1 any work related travel must be</p> <p>20 approved by the employer in writing prior to</p> <p>21 bookings and other arrangements being made. And</p> <p>22 4.2, any necessarily incurred and approved</p> <p>23 reasonable travel, accommodation, or other expense</p> <p>24 reimbursement, will be made after you provided to</p> <p>25 the employer satisfactory admittance of the expense</p> | <p style="text-align: right;">Page 28</p> <p>1 Q Right. Did you receive any compensation</p> <p>2 that is not reflected in these paystubs? And I'm</p> <p>3 talking about compensation, not reimbursement of</p> <p>4 expenses.</p> <p>5 A Compensation -- not to my knowledge.</p> <p>6 Q Did you receive any other paystubs than</p> <p>7 those here?</p> <p>8 A No, from what I can see.</p> <p>9 Q Did you ever receive any paystubs from</p> <p>10 Motorsport US?</p> <p>11 A No.</p> <p>12 (Thereupon, Defendant Exhibit 6 is marked for</p> <p>13 identification.)</p> <p>14 BY MS. FEROT:</p> <p>15 Q All right, I'll move onto the next</p> <p>16 exhibit. I'm going to be handing you what we will</p> <p>17 mark as Exhibit Number 6. Do you recognize this</p> <p>18 e-mail?</p> <p>19 A Yes.</p> <p>20 Q This is from you, Zach Griffin.</p> <p>21 A That's correct.</p> <p>22 Q Is that your professional e-mail address,</p> <p>23 zach.griffin@motorsportgames.com?</p> <p>24 A It was at the time.</p> <p>25 Q All right. And to who are you sending it?</p> |
| <p style="text-align: right;">Page 27</p> <p>1 being incurred by you in the performance of your</p> <p>2 duties. Do you see that?</p> <p>3 A Yes.</p> <p>4 Q All right. Does it require that expenses</p> <p>5 be approved to be reimbursed?</p> <p>6 MR. AYALA: Objection, calls for a legal</p> <p>7 opinion.</p> <p>8 THE WITNESS: Yes.</p> <p>9 BY MS. FEROT:</p> <p>10 Q Okay. So while you worked with Motorsport</p> <p>11 Australia you understood you had to have your</p> <p>12 expenses approved, right?</p> <p>13 A Yes, for Motorsport Games Australia.</p> <p>14 Q Okay. Did you sign this EA contract with</p> <p>15 Motorsport Games USA --</p> <p>16 A No. No, I did not sign a contract with</p> <p>17 Motorsport Games America, Inc.</p> <p>18 (Thereupon, Defendant Exhibit 5 is marked for</p> <p>19 identification.)</p> <p>20 BY MS. FEROT:</p> <p>21 Q Okay. That's it for this exhibit. I'm</p> <p>22 going to be handing you what we will mark as Exhibit</p> <p>23 Number 5. I'll let you take a look. Do you</p> <p>24 recognize this document?</p> <p>25 A They appear to be my paystubs.</p> | <p style="text-align: right;">Page 29</p> <p>1 A I'm sending this to Dimitri Kozko, Amanda</p> <p>2 LeCheminant, and Dara Malavolta.</p> <p>3 Q Okay. Who was Dimitri Kozko?</p> <p>4 A The CEO of Motorsport Games.</p> <p>5 Q And -- okay. And Dara Malavolta?</p> <p>6 A Was the -- I don't recall her title, but</p> <p>7 she, effectively she was responsible for HR.</p> <p>8 Q HR, okay. Why -- why were you sending</p> <p>9 this e-mail?</p> <p>10 A At the time there were travel restrictions</p> <p>11 in place for Australian citizens to travel outside</p> <p>12 of the country, was restricted during Covid, and I</p> <p>13 received a rather urgent request from Dimitri Kozko</p> <p>14 at the time to ask if I could travel to America.</p> <p>15 Q Okay. And why were you coming to the</p> <p>16 United States at this time?</p> <p>17 A At the time he suggested the reason was</p> <p>18 there was a meeting with IndyCar, the executives at</p> <p>19 Indianapolis.</p> <p>20 Q Okay. Did you travel a lot for work?</p> <p>21 A I did, yes.</p> <p>22 Q And like you mentioned August -- so the e-</p> <p>23 mail is dated August 2, 2021, was during Covid. So</p> <p>24 you say in the e-mail: As discussed with Dimitri the</p> <p>25 Australian Border Force requires anyone wishing to</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 30</p> <p>1 leave the country to have a valid exemption to 2 travel. The permissible reasons to be granted an 3 exemption, travel for business is assessed on the 4 basis of the trip benefits Australia, on the basis, 5 sorry, that the trip benefits Australia 6 economically, or otherwise can't be done over a 7 videoconference. 8 A Yes. 9 Q That was the case? 10 A Yes, it was. 11 Q So you were not supposed to travel unless 12 you would meet that requirement that it benefits 13 Australia economically, right? 14 A We weren't meant to travel unless we had a 15 valid exemption to travel, and so it was up to the 16 government to assess whether or not that was the 17 case. 18 Q Okay. And that could take up to four 19 weeks to be approved, right? 20 A I'm reading it again, I don't recall now, 21 but, right, according to the e-mail it says four 22 weeks. 23 Q Okay. And it required some documentation. 24 A Yes, that's correct. 25 Q Did the Australian government require a</p> | <p style="text-align: right;">Page 32</p> <p>1 A It's -- have to read this. 2 Q So just -- just to explain the, that part 3 that are redacted is because they contain personal 4 identifying information -- 5 A Sure. 6 Q -- and so it's redacted to preserve your 7 confidentiality. So the only part that I redacted 8 are your date of birth and your passport number, you 9 have everything else. 10 A Yes. And could you repeat the question 11 then, please? 12 Q Sure. So this is a letter for proof of 13 employment, right, for your travel? 14 A I don't believe so. I believe it was, it 15 was a request, one for that I was intended to travel 16 to America, and then to get to confirm my employee 17 with Motorsport Games Australia. 18 Q Okay. And that was addressed to the 19 Australian Border Force. 20 A That's correct. 21 Q And did -- was -- was this letter used? 22 A I believe it was. I don't recall exactly 23 if this was the one. It was a long time ago. 24 Q Okay. But something similar to that was 25 sent to the Australian Border Force?</p> |
| <p style="text-align: right;">Page 31</p> <p>1 isolation upon your return? 2 A They did, yes. 3 Q For how long? 4 A It was fourteen days, I believe. 5 Q So I assume it was not pleasant? 6 A Being locked in a hotel room for, with 7 myself for fourteen days, so it was -- I've had 8 better times. 9 Q No contact? 10 A No contact other than phones, but there 11 was no, yeah, open windows or anything. It was -- 12 Q No open windows? 13 A No. 14 Q Wow. So did that make traveling 15 complicated for you? 16 A Could you define what you mean by 17 complicated? 18 Q That restrained your traveling to some 19 extent. 20 A I'd only -- that was the first trip that I 21 had taken for Motorsport Games US, and so, yeah, it 22 was an additional hurdle. 23 Q Yeah. So to go back to the document, 24 there is an exhibit to this e-mail on Page 2. This 25 is a proof of employment, correct?</p> | <p style="text-align: right;">Page 33</p> <p>1 A Yes. 2 Q And the information is truthful in this 3 letter, right? 4 A Yes. 5 Q Okay. Because otherwise you would face 6 sanctions, right, with -- 7 A I believe so. I'm not in the -- I'm not 8 in the business of lying. 9 Q And the letter says that you are a 10 full-time employee of and director of Motorsport 11 Games Australia. Is that what you see? 12 A Yes. 13 Q Okay. All right. We'll leave that aside 14 for now. So when did you first discuss a possible 15 relocation to Miami? 16 A So it was around August, sitting in a car, 17 you know, with Dimitri Kozko, you know, on or about 18 August 2021. 19 Q 2021. And what was said exactly? 20 A I'm sorry? 21 Q What was said during that -- 22 A He said -- we were sitting in a, a car, it 23 was a Cadillac Escalade, and I hadn't seen one 24 before so I said it's a cool car, I believe, and, 25 and he said if you, something to the effect of if</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 34</p> <p>1 you come to America I'll get you one, or come and 2 work for me, I don't recall his exact language right 3 now. 4 Q Did he explain why you should come to 5 Miami? 6 A Not at that, during the conversation. It 7 was -- there was various hints, I guess, before, 8 that he was, I may be able to come to, to Motorsport 9 Games, Inc., and, and be centralized in the same 10 location. 11 Q Okay. Did you discuss the conditions of 12 your relocation at the time? 13 A Not at that time. It was purely a, a 14 single comment. And I think later on that night he 15 suggested, you know, that I should be, ought to, to 16 move here. 17 Q So he promised you an Escalade if you were 18 coming to Miami. 19 A It was a, an offhand, or I guess comment 20 to see whether or not I was going to, whether I was 21 interested, and he said if you get one, but I didn't 22 sign or agree to that, it was just a comment. 23 Q Okay. Did you agree to move to Miami at 24 that time? 25 A Not on that day, no.</p> | <p style="text-align: right;">Page 36</p> <p>1 which we'll mark as Exhibit 7. Do you recognize 2 this document? 3 A Yes, I do. 4 Q What is it? 5 A It's a, I think a screenshot of a Teams 6 conversation between myself and Amanda LeCheminant. 7 Q Okay. And there is the text message from 8 December, September 10, 2021, saying, hey Amanda, no 9 problem, looking forward to seeing you guys, Dimitri 10 also asked if you could send the contact deleted for 11 our immigration lawyer, I believe his name was Mark. 12 Is that what you texted her? 13 A Yes. 14 Q And she responded, yes, Mark Katsman, and 15 she gives the contact information; is that correct? 16 A Yes. 17 Q Who was Mark Katsman? 18 A He was the immigration attorney for 19 Motorsport Games at the time. 20 (Thereupon, Defendant Exhibit 8 is marked for 21 identification.) 22 BY MS. FEROT: 23 Q Okay. I'm going to be handing you what we 24 will mark as Exhibit Number 8. Do you recognize 25 this document?</p> |
| <p style="text-align: right;">Page 35</p> <p>1 Q Okay. Were you -- was it difficult to 2 agree to move to Miami? 3 A Could you define what difficult means? 4 Q Did you have conflicting thoughts about 5 moving to Miami? 6 A Conflicting thoughts more, there was a lot 7 to think about. 8 Q Okay. 9 A It's a, a big move that wasn't, coming 10 over it wasn't something that I anticipated. It was 11 -- I wasn't really coming over there under the, the 12 assumption that I was to work for, with this IndyCar 13 project that we're talking about at the time back in 14 Australia. 15 Q But later on you agreed to move, right? 16 A That's correct. 17 Q Do you feel you could have said no to the 18 move? 19 A Could I have said no? 20 Q Yes. 21 A Sure. 22 (Thereupon, Defendant Exhibit 7 is marked for 23 identification.) 24 BY MS. FEROT: 25 Q All right, I'm going to hand you a copy</p> | <p style="text-align: right;">Page 37</p> <p>1 A Yes, I do. 2 Q So if you go to the bottom of the e-mail 3 you can see that it's from Amanda LeCheminant, sent 4 on September 9, 2021, which I believe with the time 5 difference in Australia is the same day you sent the 6 text message earlier, and she's sending it to you 7 and Mark Katsman; is that correct? 8 A Yes. 9 Q And she's making the introduction, right? 10 A That's correct. 11 Q And in response on Page 1 Mr. Katsman 12 offers his assistance. 13 A Yes. 14 Q Okay. Who paid for Mr. Katsman's 15 services? 16 A I don't believe he was ever paid. 17 Q You don't believe he was ever paid? 18 A Yes. 19 Q Did he get a retainer? 20 A Not to my knowledge, that I know. 21 Q Could it be that he was paid by Motorsport 22 without you knowing? 23 MR. AYALA: Form. Form. 24 THE WITNESS: It could be, but I don't 25 believe so.</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 38</p> <p>1 BY MS. FEROT:</p> <p>2 Q IN any event, you never paid for his</p> <p>3 services?</p> <p>4 A I never paid for his services, no.</p> <p>5 Q Why would you forward this e-mail to your</p> <p>6 personal e-mail account?</p> <p>7 A This was, well, it was directly after</p> <p>8 conversations with, with Dimitri, that intimated</p> <p>9 that he made misrepresentations about the agreement</p> <p>10 that we had previously, and I sent it as, as proof.</p> <p>11 Q So around that date, January 1, 2023,</p> <p>12 you're starting to send yourself some e-mails</p> <p>13 because of what you call misrepresentations?</p> <p>14 A I believe so.</p> <p>15 (Thereupon, Defendant Exhibit 9 is marked for</p> <p>16 identification.)</p> <p>17 BY MS. FEROT:</p> <p>18 Q Okay. I'm going to move on to Exhibit</p> <p>19 Number 9.</p> <p>20 MR. AYALA: Impressed you use paper with</p> <p>21 the little sticker still, as --</p> <p>22 MS. FEROT: We're with --</p> <p>23 MR. AYALA: As back, back in the day.</p> <p>24 MS. FEROT: We are very old fashioned</p> <p>25 here, like in first, and then actual paper</p> | <p style="text-align: right;">Page 40</p> <p>1 you information about -- about possible visa, two</p> <p>2 options, two visa options. Do you see that?</p> <p>3 A I do.</p> <p>4 Q The first one is L-1, the L-1 option, and</p> <p>5 he explains what it is about. And the second one,</p> <p>6 the E- 3.</p> <p>7 A Yes.</p> <p>8 Q And that's in September 20, 2021.</p> <p>9 A September 2021, yes.</p> <p>10 MS. FEROT: Okay. All right. Should I</p> <p>11 hand that to you now, or --</p> <p>12 THE COURT REPORTER: You can e-mail.</p> <p>13 (Thereupon, Defendant Exhibit 10 is marked for</p> <p>14 identification.)</p> <p>15 BY MS. FEROT:</p> <p>16 Q I'm going to hand to you what we will mark</p> <p>17 as Exhibit 10. Here -- do you recognize this</p> <p>18 e-mail?</p> <p>19 A I do, yes.</p> <p>20 Q So you're sending to yourself on March</p> <p>21 2023 an e-mail thread which if we look at the bottom</p> <p>22 starts with an e-mail from Jack Griffin to a lot of</p> <p>23 people.</p> <p>24 A Yes.</p> <p>25 Q And it says, hi all, as shared earlier I</p> |
| <p style="text-align: right;">Page 39</p> <p>1 exhibit.</p> <p>2 BY MS. FEROT:</p> <p>3 Q So here this is an e-mail from Mark</p> <p>4 Katsman to you, Mr. Griffin, sent on Monday</p> <p>5 September 20, 2021 regarding your emigration to the</p> <p>6 United States. The subject is emigrating to the USA</p> <p>7 from Australia. Do you recognize this e-mail?</p> <p>8 A Yes, I do.</p> <p>9 Q Okay. And if you go to the first, to the</p> <p>10 bottom of the thread, you see that you are reaching</p> <p>11 out to Mr. Katsman, what looks, after phone call, it</p> <p>12 says thanks for your time on the phone before, as</p> <p>13 discussed that included the key points to</p> <p>14 (unintelligible). Do you see that?</p> <p>15 A I do.</p> <p>16 Q And you go on to explain that you founded</p> <p>17 a company acquired by Motorsport Games, and that you</p> <p>18 are a director of Motorsport Games Australia.</p> <p>19 A Yes.</p> <p>20 Q You say Motorsport Games, Inc. would like</p> <p>21 me to transfer to their Miami office, I have a</p> <p>22 fiance we can get married in time, we need to be</p> <p>23 able to work in the United States.</p> <p>24 A Yes.</p> <p>25 Q And in response to that Mr. Katsman gives</p> | <p style="text-align: right;">Page 41</p> <p>1 am pleased to announce that Zach Griffin will become</p> <p>2 our MSGM Studios director of technology effective as</p> <p>3 of this week.</p> <p>4 A Yes.</p> <p>5 Q Do you see that? And what date was that?</p> <p>6 A What week was that?</p> <p>7 Q What date?</p> <p>8 A The e-mail is from Wednesday October 6,</p> <p>9 2021.</p> <p>10 Q Okay. And that's when you were promoted</p> <p>11 as director of technology.</p> <p>12 A On or about that time. I don't recall the</p> <p>13 exact date.</p> <p>14 Q So what was your new role as director of</p> <p>15 technology?</p> <p>16 A At the time it was to oversee all the</p> <p>17 technical decision making within Motorsport Games.</p> <p>18 Q Can you elaborate, like on that?</p> <p>19 A What part specifically?</p> <p>20 Q Your position, what you were doing exactly</p> <p>21 under that new position.</p> <p>22 A It was to make technical decisions, such</p> <p>23 as what technology platforms we should be using for</p> <p>24 the games that were already contracted to produce.</p> <p>25 Q Okay. And that occurred after you had</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 42</p> <p>1 first discussed your relocation. 2 A After, yes, that's correct. 3 Q So this promotion was contemplating your 4 relocation. 5 A Sorry, can you clarify that? 6 Q That this -- this promotion on October 7 2021 was done after you had already discussed with 8 Mr. Kozko your relocation to Miami. 9 A That's correct. 10 Q Okay. And you agreed to your relocation 11 at the time? 12 A I had, yes. 13 Q Okay. So this new position was given in 14 connection with your relocation. 15 A I believe there was probably conversations 16 as to why this is fast tracked ahead of me 17 transferring, there were more political, I guess 18 issues between some of the senior management in the 19 company. 20 (Thereupon, Defendant Exhibit 11 is marked for 21 identification.) 22 BY MS. FEROT: 23 Q Okay. All right. I will be handing you 24 (unintelligible) what we will mark as Exhibit 11. 25 Do you recognize this document?</p> | <p style="text-align: right;">Page 44</p> <p>1 employment agreement they referred to the contract 2 that we just saw before as Exhibit -- 3 A Four. 4 Q -- Number 4; is that right? 5 A That's correct. 6 Q So now your position is director of 7 technology and director of studio for Motorsport 8 Games Australia. 9 A That's correct. 10 Q So did it modify the terms of your 11 employment agreement, besides the new position? 12 A No, not under this. 13 Q Okay. Because the letter say all terms 14 and conditions remain the same, right? 15 MR. AYALA: Objection to form. 16 THE WITNESS: That's -- 17 BY MS. FEROT: 18 Q Is that right? 19 A That's correct. 20 Q Do you see that? 21 A I see that. 22 (Thereupon, Defendant Exhibit 12 is marked for 23 identification.) 24 BY MS. FEROT: 25 Q All right. I am now handing you a copy of</p> |
| <p style="text-align: right;">Page 43</p> <p>1 A I do, yes. 2 Q So this is a letter from October 7, 2021. 3 Do you see that? 4 A I do. 5 Q Send a e-mail to you, it says Dear Zach, 6 variation of employment agreement, I am writing with 7 reference to Item Number 3 of the schedule written 8 in your employment agreement, your job title has 9 been changed to director of technology and director 10 of studio Motorsport Games Australia as of October 11 4, 2021. 12 A Yes. 13 Q Please be advised that all other terms and 14 conditions relating to your employment agreement 15 dated March 16, 2021 remain the same. 16 A Yes. 17 Q I would like to take this opportunity to 18 congratulate you on, on your achievement. So who 19 signed this letter? 20 A Myself and Dawn Saunders. 21 Q Who was Dawn? 22 A Senior Human Resources Manager. 23 Q Okay. 24 A From her signature in the e-mail. 25 Q Okay. And when they referred to your</p> | <p style="text-align: right;">Page 45</p> <p>1 what we will mark as Exhibit Number 12. Do you 2 recognize this e-mail? 3 A I do. 4 Q And that's sent from you, Mr. Griffin, to 5 Mr. Katsman, and it's dated October 12, 2021. Is 6 that what you see? 7 A Yes. 8 Q And it says, hi, Mark, thank you for all 9 the information you've provided, I've only got back 10 to Australia last week, my preference is to proceed 11 with the L-1 visa, as it is also my understanding 12 that it provides a quicker more, more 13 straightforward pathway to the green card. And then 14 you ask a few questions about that L-1 visa. 15 A That's correct. 16 Q So you're giving Mr. Katsman your 17 preference to the L-1. 18 A Yes, based on the information that I was 19 provided. 20 Q Okay. So why did you prefer the L-1? 21 A It has a quicker path to the, to a green 22 card here. 23 Q Okay. And so the -- the e-mail we saw 24 just before was where he ask you about those options 25 is from September '21. So if you go on Page 2 we</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 46</p> <p>1 see the e-mail you're responding to, right? Do you 2 see that, the date, September 21, 2021? 3 A I'm sorry, could you repeat that? 4 Q So your e-mail on October 12, 2021 is in 5 response to Mr. Katsman e-mail sent on September 21, 6 2021. Do you see that? 7 A Yes. 8 Q Okay. So why did you take twenty one days 9 to respond? 10 A I believe I was traveling then. There may 11 have been another phone call between Mark and I, I 12 don't recall exactly, but I was traveling. I was 13 also in the hotel in quarantine. I don't recall 14 what else happened in between that time. 15 Q So you were quarantined for two weeks; is 16 that correct? 17 A That's correct. 18 Q Okay. Did you have access to internet 19 during that time? 20 A I did, yes. 21 Q Okay. Could you call anyone by phone? 22 A I could, yes. 23 Q Including your family and friends? 24 A Yes. 25 Q Okay. You were not married then, right?</p> | <p style="text-align: right;">Page 48</p> <p>1 believe -- I don't believe I did, because I don't 2 think I had any questions. 3 Q Okay, so that's the reason you didn't 4 respond. 5 (Thereupon, Defendant Exhibit 14 is marked for 6 identification.) 7 BY MS. FEROT: 8 Q Okay. I'm going to be handing you what we 9 will mark as Exhibit Number 14. Okay, this is an 10 exhibit that includes confidential information, so 11 if you -- 12 MS. FEROT: Can we go off the record just 13 for a second so I can get assistance? 14 VIDEOGRAPHER: Sure. The time is 11:12 15 a.m. We are off the record. 16 (Thereupon, the deposition is off the record, and 17 the proceeding continues as follows:) 18 VIDEOGRAPHER: The time is 11:16 a.m. We 19 are on the record. 20 BY MS. FEROT: 21 Q Thank you. So I'm going to hand you a 22 copy of the Exhibit Number 14. So as you can see 23 it's a message from you, Mr. Griffin, to Dimitri 24 Kozko. I believe it's a Team conversation. 25 A Mm-hmm.</p> |
| <p style="text-align: right;">Page 47</p> <p>1 A Not at the time, no, engaged. 2 Q You were engaged. 3 A Yes. 4 Q When did you get engaged? 5 A In July 23, 2021. 6 Q And when did you get married? 7 A February 22, 2022. Something about the 8 American dates, 22, 02, 22302. 9 Q So February 22, 2022. 10 A Yes, that's correct. 11 (Thereupon, Defendant Exhibit 13 is marked for 12 identification.) 13 BY MS. FEROT: 14 Q Okay. I'm going to be handing you what we 15 will mark as Exhibit 13. Do you recognize this e- 16 mail? 17 A Yes, I do. 18 Q And that you see it's from Mr. Katsman to 19 you, Mr. Griffin, with a date of October 14, 2021. 20 A Yes. 21 Q And here Mr. Katsman appears to be giving 22 you information about your visa. 23 A Yes, it appears so. 24 Q Did you fill out right away? 25 A Two days. I don't recall. I don't</p> | <p style="text-align: right;">Page 49</p> <p>1 Q You cannot see what's in it because some 2 of your -- 3 A Yes. 4 MS. FEROT: There -- is that fine, can I 5 just start, do it, and you will transcribe? 6 Mr. Maura, do I need to do the whole ordeal, or 7 just the relevant part is fine with you, or are 8 you going to object? 9 MR. AYALA: We can -- we could start with 10 the relevant -- I don't know what -- has, did 11 you provide that in discovery? 12 MS. FEROT: Yes. 13 MR. AYALA: You did? 14 MS. FEROT: Yes. 15 MR. AYALA: It is there? 16 MS. FEROT: Yes. 17 MR. AYALA: Okay. 18 MS. FEROT: I can -- 19 MR. AYALA: I didn't recall an audio, to 20 be honest. I don't, I only saw paper. 21 MS. FEROT: If you look at the Bates stamp 22 it's MSGM380. 23 MR. AYALA: Okay. 24 MS. FEROT: So if you go to the production 25 there --</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 50</p> <p>1 MR. AYALA: No, you can just refresh me, 2 that would be nice, you know. 3 MS. FEROT: Okay. All right. 4 (Thereupon, an audio is played.) 5 MS. FEROT: I think it stopped, so let me 6 restart, if you don't mind. 7 THE COURT REPORTER: I couldn't understand 8 it either. 9 MS. FEROT: No? 10 MR. AYALA: I did understand it. 11 THE COURT REPORTER: You understood? 12 MR. AYALA: I did. 13 THE WITNESS: Must -- must be Australian. 14 MR. AYALA: It's a (unintelligible). 15 MS. FEROT: All right, let me try to get 16 the mic closer. 17 (Thereupon, an audio is played.) 18 MS. FEROT: Let me try with another 19 computer. Do you mind if we go off the record 20 just one second so I can get another -- 21 MR. AYALA: Is it transcribed? 22 MS. FEROT: Yes, it is. 23 MR. AYALA: Why don't we do transcribed, 24 no? 25 MS. FEROT: Okay, in that case I will show</p> | <p style="text-align: right;">Page 52</p> <p>1 BY MS. FEROT: 2 Q Do you remember saying that, and do you 3 recall? 4 A It rings a bell. 5 Q It rings a bell, okay. 6 A I believe that's -- hearing my voice, I 7 imagine I said that, so. 8 Q Okay. I'm going to see if I can get 9 another computer (unintelligible) just one moment. 10 Beauty of technology. 11 A Yes. 12 Q So here I'm showing you what you see on 13 paper format, which is a document with Bates number 14 MSGM380. 15 A Mm-hmm. 16 Q And then the next document which is 17 attached to it is the other recordings. I'm going 18 to try to make it work this time. 19 (Thereupon, the following audio is played.) 20 AUDIO: Good morning, Dimitri. I hope 21 you're well. I'm just finishing up the physics 22 and suspension tuning of the new vehicle in 23 KartKraft, which goes out this week, so 24 apologies for not getting back to you earlier 25 today, but it's looking good, so I can't wait</p> |
| <p style="text-align: right;">Page 51</p> <p>1 you the transcription, or do you want me to 2 read it on the record? Okay, I will send -- 3 I'm going to give it one last try, and if it 4 doesn't work we're going to just, I'm going to 5 just read the transcription. That is on 6 (unintelligible) so, for the record, it's a 7 transcription that is automatically done 8 through the (unintelligible) it's not being 9 done with a, it's automatic. 10 All right, it's not working so I'm going 11 to just read the transcription. 12 READING OF TRANSCRIPT Good morning. I 13 says here Dimitri. It's Dimitri. I hope 14 you're well. I'll just finish up the physics 15 and suspension tuning for the new vehicle in, I 16 assume it's KartKraft, goes out this week, so I 17 apologize for not getting back to you earlier 18 today, but it's looking good, so I can't wait 19 to show you what we've been working on, 20 schedule tentative dates to move from Miami, so 21 let me know, I would, I wouldn't have to 22 discuss a little bit further speaking with 23 Katsman around these are requirements and 24 communicates as well, so certainly looking to 25 make that move sooner rather than later.</p> | <p style="text-align: right;">Page 53</p> <p>1 to show you what we've been working on. I've 2 scheduled a tentative date to move to Miami, so 3 let me know when you have time to discuss that 4 a little bit further, I've been thinking we can 5 bypass the, around the, the visa requirements, 6 and looking at (unintelligible) so, so then we 7 can make that move sooner rather than later. 8 Anyhow, we're progressing on -- 9 MS. FEROT: Do you want to go through the 10 whole thing? Are you going to object if I 11 don't play the entire -- 12 MR. AYALA: No. 13 MS. FEROT: The rest is not relevant. 14 MR. AYALA: No, no. 15 MS. FEROT: Okay. 16 MR. AYALA: We do trust opposing counsel. 17 MS. FEROT: Were you able to transcribe? 18 Do you want my copy? All right, so we did it. 19 BY MS. FEROT: 20 Q So, you said in the other recording, so 21 certainly looking to make that move sooner rather 22 than later. And that was, if you see the date on 23 the first page, October 20, 2021. So what did you 24 mean by that, looking to make the move sooner rather 25 than later?</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 54</p> <p>1 A About what the exact date would be that 2 I'd move over. 3 Q So you were trying to go to Miami -- is 4 that true, that you were trying to go to Miami as 5 soon as you could? 6 A That's correct. 7 Q Okay. And why was that? 8 A When was that? 9 Q Why was that? 10 A So Dimitri had mentioned it was quite 11 urgent that I was there. 12 Q And why was it urgent? 13 A I believe there are many reasons. I don't 14 know all of them, other than to say that he was keen 15 to have the leadership team in Miami, in the same 16 place at the same time, and that he could work with 17 me day to day closely in the same location. 18 (Thereupon, Defendant Exhibit 15 is marked for 19 identification.) 20 BY MS. FEROT: 21 Q Okay. All right. I'm going to be handing 22 you what we will mark as Exhibit 15. Do you 23 recognize this document? 24 A Do I recognize the document, no. 25 Q So do you see that it's a conversation of</p> | <p style="text-align: right;">Page 56</p> <p>1 Q Did she understand that she would be 2 unemployed until she would get a visa? 3 A Yes, she did. 4 Q Okay. And that was your understanding as 5 well? 6 A At the time there was a, a change in 7 ruling I think by U.S. CIS as to that policy which 8 removes that, that waiting period of six to nine 9 months. But yes, at the, I don't know when it was, 10 before this or after that. 11 Q Okay. So that meant that you needed to be 12 very diligent with your visa application, so she 13 could work, right? 14 MR. AYALA: Form. 15 BY MS. FEROT: 16 Q Let me rephrase. So it was your goal to 17 have a visa as soon as possible. 18 A Yes, that's correct. 19 (Thereupon, Defendant Exhibit 16 is marked for 20 identification.) 21 BY MS. FEROT: 22 Q I'm going to move onto the next exhibit, 23 which we will mark as Number 16. 24 A We need an iPad so that we -- 25 Q Say that again.</p> |
| <p style="text-align: right;">Page 55</p> <p>1 the Teams from you, Mr. Griffin, to Mr. Kozko, with 2 a date of November 1, 2021? 3 A Yes. 4 Q Okay. And the -- the communication goes 5 absolutely some are much needed, let's check early 6 next week if you have some time to, Francesca is 7 about to give notice to her employer, so I'm keen to 8 formalize it all. 9 A Mm-hmm. 10 Q Do you recall that? 11 A I don't recall, but I'm, I'm reading it 12 now. 13 Q Okay. But does that seem like some you 14 would have said to Mr. Kozko? 15 A It appears so. 16 Q And why did Francesca, Mr., Ms. Holmes, 17 sorry, give her notice? 18 A Because we'd, Dimitri and I agreed to move 19 to, to Miami, relocate. 20 Q Okay. And did she have a visa at that 21 time? 22 A No, she did not. 23 Q So did she know that she would be 24 unemployed until she would get a visa? 25 A I'm sorry?</p> | <p style="text-align: right;">Page 57</p> <p>1 A We need an iPad, get rid of this stack of 2 paper, it's very -- 3 Q Are you familiar with this document? 4 A I'll just take a second to read it. 5 Q Take as much time as you want. 6 A Yes, the text looks familiar. 7 Q All right, so it's a Team conversation 8 between you, Mr. Griffin, to Mr. Kozko, with a date 9 of December 7, 2021. 10 A Mm-hmm. 11 Q Do you see that? 12 A Yes. 13 Q And it says, okay, let's do Wednesday 14 then. I haven't booked a flight, a flight yet, but 15 will likely be the 7th or 8th. I'll stay until mid- 16 February, then head back to Australia to get married 17 before coming back early March for good. Do you see 18 that? 19 A I do. 20 Q So is that what happened, you stayed until 21 mid-February, and then headed back to Australia and 22 got married? 23 A No, I believe it changed. There was -- 24 when I was over here in January the president of the 25 company was fired, and I took on my expanded role at</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 58</p> <p>1 that time, and I believe I had Covid at the same 2 time. 3 Q I'm sorry. 4 A And I had to travel to the, to the U.K. I 5 think also around then. I don't recall the exact 6 dates. 7 Q Who was the president? 8 A Steven Hood, who is now CEO of Motorsport 9 Games. 10 Q Okay. So when you came in January in 11 Miami -- or you did come in January to Miami, right? 12 A I did, yes. 13 Q Of that year. What visa did you have? 14 A I had a, it's under the visa waiver, so 15 there was no visa, it was under the ESTA (ph) 16 program. And it was generally for business. 17 Q But is this a waiver of several visas, for 18 you it was the B-1? 19 A No, I'm not familiar with that. There's 20 the ESTA, I believe it's agreement between Australia 21 and the U.S. There's three categories. There's a 22 leisure travel category, and there's a business 23 category. 24 Q Okay. So you came under a visa waiver 25 program, and the plan, was it your plan to change</p> | <p style="text-align: right;">Page 60</p> <p>1 A Yes. 2 Q And then if you turn the page you have the 3 response. It's a composite exhibit of two messages. 4 You have the response on the same date, where you 5 respond to Mr. Kozko, thank you, feeling good, and 6 looking forward to getting over there. Do you see 7 that? 8 A I do. 9 Q Do you remember that? 10 A I don't recall, but I can see it. 11 Q Are you looking forward to move to Miami 12 then? 13 A Yes. 14 (Thereupon, Defendant Exhibit 18 is marked for 15 identification.) 16 BY MS. FEROT: 17 Q All right, I'm going to handing you what a 18 copy of what we'll mark as Exhibit 18. Do you 19 recognize this document? 20 A I do, yes. 21 Q So it's an e-mail from you, Mr. Griffin, 22 to Mr. Katsman, dated January 4, 2022. The subject 23 is immigrating to the United States, and you are e- 24 mailing Mr. Griffin -- 25 A Mr. Katsman?</p> |
| <p style="text-align: right;">Page 59</p> <p>1 then to an L-1? 2 A It was -- not -- not during that trip, but 3 we were informed, me, during one of our 4 conversations, that we could file a change of status 5 once in the U.S. After the 16th of March, that 6 first year anniversary. 7 Q So March 16, 2021 was when you -- 8 A 2022. So March 16, 2021 is the, when I 9 first joined. The year after. 10 Q So -- okay, understood. So March 2022 11 would be the time of the change of status. 12 A Mm-hmm. 13 (Thereupon, Defendant Exhibit 17 is marked for 14 identification.) 15 BY MS. FEROT: 16 Q All right. I'm going to be handing you 17 what we will mark as Exhibit Number 17, which is 18 also a Teams message. Do you recognize this 19 document? 20 A Again, I don't recognize it, but I'm 21 trusting that it's a conversation on Teams. 22 Q So it's from Dimitri Kozko to Zach 23 Griffin, and dated December 24, 2021, and it says, 24 congrats on launching, launching the multi-player 25 BETA yesterday.</p> | <p style="text-align: right;">Page 61</p> <p>1 Q Mr. Katsman, sorry. Thank you. Saying, 2 hi, Mark, happy new year, I hope you were able to 3 enjoy some time off with your family, as we approach 4 the date we can officially begin the immigration 5 process, I would like to prepare as much 6 documentation as possible, assuming we would apply 7 for the L-1 or L-2 visas, respectively, what 8 documentation do you require for both application. 9 A Yes. 10 Q So here you are asking for all the 11 documents you need for your application; is that 12 correct? 13 A That's correct. 14 Q And we're in January 4, 2022. 15 A Yes. 16 Q And you -- we've seen earlier that you 17 were introduced to Mr. Katsman on September 10, 18 2021. 19 A Yes. 20 Q So why were you not gathering the 21 documents before then? 22 A I had, based on some of our conversations 23 on the, the phone with him, and I've gathered that. 24 And there were documents as well, I think for, for 25 my wife as well, that, the documents he mentioned on</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 62</p> <p>1 the phone, which was the tax return and like, like 2 my passport, and whether I had a passport, I'm 3 sorry, university diploma, I already had. 4 Q Okay. So Mr. Katsman had told you then in 5 his conversation that you needed to gather a tax 6 return and your diplomas? 7 A He mentioned several documents. 8 Q Okay. 9 A And a few of those were what we -- 10 Q Okay. But you weren't sure what -- were 11 you sure that was exhausted? 12 A In what way? 13 Q Did -- in this e-mail you are asking for 14 the documents that are needed, so you didn't think 15 you knew what documents were needed; is that 16 correct? 17 A I was just asking for, for clarification. 18 (Thereupon, Defendant Exhibit 19 is marked for 19 identification.) 20 BY MS. FEROT: 21 Q Okay. I'm going to be handing you what 22 we'll mark as Exhibit Number 19. Do you recognize 23 this document? 24 A Yes. 25 Q And that's an e-mail from Mr. Katsman to</p> | <p style="text-align: right;">Page 64</p> <p>1 Melbourne to Miami on January 22nd. 2 A Yes. 3 Q Do you recognize this document? 4 A I do. 5 Q So did you arrive in Miami on, on that 6 date? 7 A The 9th of January? 8 Q Yeah, that's mentioned here. 9 A It would have been the 10th of January at 10 5:41. I'm not sure if there were any flight delays. 11 I don't recall. 12 Q So January -- yeah, 8th of -- 13 A Or somewhere thereabouts, I'm assuming. 14 Q Okay. Do you remember if you traveled 15 with your fiance, Ms. Holmes? 16 A No, I did not. 17 Q You did not, so that was not your 18 permanent relocation to Miami; is that correct? 19 A That's correct. 20 (Thereupon, Defendant Exhibit 21 is marked for 21 identification.) 22 BY MS. FEROT: 23 Q Okay. All right. I'm going to handing 24 you a copy of what we will mark as Exhibit 21. 25 A And to clarify, that was the, was to get</p> |
| <p style="text-align: right;">Page 63</p> <p>1 you, Mr. Griffin, and your response to your prior e- 2 mail that we just saw. 3 A Yes. 4 Q And you can see the -- 5 A They're the same -- 6 Q And he's telling you, I'm attaching two 7 files to this e-mail, and one of them is the list of 8 documents that will be required from the Australian 9 company and you personally, Mr. Griffin, and the 10 other is a list of documents that you will need from 11 the U.S. company. Is that what you see? 12 A Yes. 13 Q Did you gather those documents then? 14 A I did, yes. I think with the exception of 15 the job description. 16 Q Okay. 17 A And I think there were others that may not 18 have applied as well. 19 (Thereupon, Defendant Exhibit 20 is marked for 20 identification.) 21 BY MS. FEROT: 22 Q All right, I'm going to be handing you 23 what we'll mark as Exhibit 20. This is an E-ticket 24 itinerary and receipt from Qantas Airways for you, 25 Mr. Griffin, as a passenger for an itinerary from</p> | <p style="text-align: right;">Page 65</p> <p>1 over to Miami as soon as possible, and so until that 2 time as I'd received the visa I was traveling to, to 3 Miami, to be there. 4 Q Okay. So that's another, the visa waiver 5 program -- 6 A That's correct, yes. 7 Q All right. So here this is an e-mail from 8 you, Mr. Griffin, to Ms. Malavota, Dara Malavolta, 9 regarding your employment. It's dated February 16, 10 2022 at the top. 11 A Yes. 12 Q Do you recognize this document? 13 A I do. 14 Q All right. And if you look at the bottom 15 of the page in the thread you see an e-mail from 16 February 17th from Ms. Malavota saying, hi, this is 17 a note to you and myself so we don't forget to have 18 a quick discussion, I need to catch up with you on 19 if you have completed what you need with your 20 lawyer, when you come here to work at some point I 21 will need to terminate you in under the AUS, which 22 that means is the -- 23 A Mm-hmm. 24 Q -- which I suppose is Australian company, 25 and hire you through MSG Inc., and completed U.S.</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 66</p> <p>1 Right to Work paperwork, this isn't something on 2 fire, but just a reminder for you and myself to sing 3 before we have, we are heading over, and make sure 4 everything is squared away. Do you see that? 5 A I do. 6 Q So here Motorsport Games US through Ms. 7 Malavolta is telling you that they would hire you 8 once you have your paperwork. Is that your 9 understanding? 10 A Yeah, that they would do that at the 11 transfer at that time, once I have the, once the 12 visa had gone through. 13 Q Okay. And did they -- did they give you a 14 date for the, the change of employer? 15 A No. 16 Q Okay. But you did understand that then 17 you would have to sign a new employment agreement? 18 MR. AYALA: Form. 19 THE WITNESS: I believe it was different 20 in, in Florida. There was an offer letter. 21 BY MS. FEROT: 22 Q A letter. 23 A Mm-hmm. 24 Q That would be a letter. But the letter 25 would be between, the letter would be sent by</p> | <p style="text-align: right;">Page 68</p> <p>1 was early April, if I recall. 2 Q So April you moved with Ms. Holmes. 3 A That's correct, yes, we both flew over 4 together. I don't know what, there was a change of 5 plans, I don't recall what, but we ended up both 6 flying together. 7 Q Not flying together? 8 A We did fly together. 9 Q You did fly together. 10 A Yes. 11 Q Okay. And then you're, you're relocating 12 permanently. 13 A That's correct. 14 (Thereupon, Defendant Exhibit 23 is marked for 15 identification.) 16 BY MS. FEROT: 17 Q Okay. I'm going to be handing you what we 18 will mark as Exhibit Number 23. This is an E-ticket 19 itinerary and receipt from Qantas Airlines with a 20 flight for you, Mr. Griffin -- 21 A Yes. 22 Q -- from Melbourne to Miami on April 22nd. 23 Would that be the flight you took with Ms. Holmes to 24 move permanently -- 25 A Yes.</p> |
| <p style="text-align: right;">Page 67</p> <p>1 Motorsport US. 2 A Yes, that's correct. 3 (Thereupon, Defendant Exhibit 22 is marked for 4 identification.) 5 BY MS. FEROT: 6 Q I'm going to be handing you what we will 7 mark as Exhibit Number 22. This is a conversation 8 between you, Mr. Griffin, and Mr. Kozko. The date 9 is March 16, 2022, and the text says, morning 10 Dimitri, thank you, we're close to having everything 11 packed, I will be flying out on Tuesday, so we'll be 12 arriving late Tuesday, early Wednesday in Miami, 13 it's likely George and I will fly to the U.K. the 14 following Tuesday, and be back at the end of the 15 week, Francesca will join me in Miami for the first 16 week of April. Do you remember that? 17 A I don't recall it, but again I'm reading 18 the message here. 19 Q Okay. But that sounds like something you 20 would have said to Mr. Kozko? 21 A Yes. 22 Q So is that correct, that you moved to 23 Miami around late March, beginning of April 2022: 24 Is that your recollection? 25 A It was in, sometime in April. I think it</p> | <p style="text-align: right;">Page 69</p> <p>1 Q -- to Miami? Okay. At the time had you 2 filed your visa application? 3 A No. 4 Q Why not? 5 A Because they were, we were going to try to 6 do a change of status once we entered the U.S. 7 Q Okay, so it was ready to be filed right 8 after your arrival? 9 A The -- the company had to perform their 10 side. 11 (Thereupon, Defendant Exhibit 24 is marked for 12 identification.) 13 BY MS. FEROT: 14 Q Okay. I'm going to hand you what we'll 15 mark as Exhibit 24. It's a document with the 16 letterhead Dun & Bradstreet Report Request Form. 17 A Yes. 18 Q Do you recognize this document? 19 A I do. 20 Q What is it? 21 A It was a part of the application for a 22 corporate lease with Gio Midtown. 23 Q Okay. 24 A I was going to be guarantor. 25 Q Was it your first application, or the</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 70</p> <p>1 second one?</p> <p>2 A I believe it was the first, I don't recall</p> <p>3 exactly.</p> <p>4 Q Okay. And so you're applying on behalf of</p> <p>5 Motorsport US?</p> <p>6 A No. So Motorsport Games, I spoke with</p> <p>7 Dimitri, and then John U (ph) to let them know that</p> <p>8 this was the form, and then that's when John U</p> <p>9 supplied us with this Dun & Bradstreet number --</p> <p>10 Q Got it. Was this application denied?</p> <p>11 A It was, yes.</p> <p>12 Q Why was it denied?</p> <p>13 A I believe the term that they used was,</p> <p>14 which was a surprise to the company at the time, was</p> <p>15 that Dun & Bradstreet had classified the risk</p> <p>16 profile of Motorsport Games, Inc., as an imminent</p> <p>17 business failure.</p> <p>18 Q Okay, so Motorsport is Australian</p> <p>19 financial?</p> <p>20 A I don't believe so. The CEO, the CFO was</p> <p>21 surprised by it. They assured me that the finances</p> <p>22 were, were fine, and were looked after, as they did</p> <p>23 all the way through.</p> <p>24 Q Okay. So because your application was</p> <p>25 denied you reapplied.</p> | <p style="text-align: right;">Page 72</p> <p>1 application for the lease, right?</p> <p>2 A That's correct.</p> <p>3 Q And he's giving that to you because, as</p> <p>4 you mentioned, he's the guarantor.</p> <p>5 A Yes, that's correct.</p> <p>6 Q And he's guarantor individually, not on</p> <p>7 behalf of Motorsport.</p> <p>8 A Yes. Yes, as part of the relocation that</p> <p>9 we discussed I would act as guarantor until I built</p> <p>10 up my credit rating, and until such time as, also as</p> <p>11 long as I stayed with the company, and then filing</p> <p>12 the company -- guarantor, Dimitri offered to do so.</p> <p>13 Q Okay, so that was your agreement, that he</p> <p>14 would do that for you?</p> <p>15 A No, not -- not this, it was purely the</p> <p>16 company.</p> <p>17 Q What do you mean the company?</p> <p>18 A So when we had the agreement was that</p> <p>19 Motorsport Games, Inc. would go guarantor until I</p> <p>20 built up my credit rating.</p> <p>21 Q But that's what -- that's what was</p> <p>22 rejected, right?</p> <p>23 A That's what was rejected yes.</p> <p>24 Q And that's why you --</p> <p>25 A By -- by Dun & Bradstreet.</p> |
| <p style="text-align: right;">Page 71</p> <p>1 A That's correct, yes.</p> <p>2 Q And the second time was it in your name,</p> <p>3 or --</p> <p>4 A It was in my name, and with Dimitri Kozko</p> <p>5 as a guarantor.</p> <p>6 (Thereupon, Defendant Exhibit 25 is marked for</p> <p>7 identification.)</p> <p>8 BY MS. FEROT:</p> <p>9 Q Okay. I'm going to hand you over -- I'm</p> <p>10 going to hand you, all right, the, what we will mark</p> <p>11 as Exhibit Number 25. It's a composite -- or</p> <p>12 actually I don't know if it's composite, but that's</p> <p>13 how it was produced to us --</p> <p>14 A Yes.</p> <p>15 Q -- by you, Mr. Griffin. And before there</p> <p>16 are confidential information about Mr. Kozko in this</p> <p>17 exhibit I will designate it as confidential on the</p> <p>18 record.</p> <p>19 A Yes.</p> <p>20 Q Do you recognize this document?</p> <p>21 A I do, yes.</p> <p>22 Q Can you tell me what it is?</p> <p>23 A It was Dimitri's bank account and proof of</p> <p>24 income.</p> <p>25 Q And this was given to you for your</p> | <p style="text-align: right;">Page 73</p> <p>1 Q Okay. And then you had to pivot, and</p> <p>2 that's why you --</p> <p>3 A That's correct.</p> <p>4 Q -- had Mr. Kozko be that personal</p> <p>5 guarantor to your lease.</p> <p>6 A That's right. He -- he offered to do so.</p> <p>7 (Thereupon, Defendant Exhibit 26 is marked for</p> <p>8 identification.)</p> <p>9 BY MS. FEROT:</p> <p>10 Q Okay. I am not, now handing you a copy of</p> <p>11 what we will mark as Exhibit Number 26.</p> <p>12 A Big lease contract, is it?</p> <p>13 Q Yeah, very big.</p> <p>14 A Mm-hmm.</p> <p>15 Q But you don't have to read it, just</p> <p>16 familiar with it. Do you recognize, recognize this</p> <p>17 document?</p> <p>18 A I do, yes.</p> <p>19 Q What is it?</p> <p>20 A It's a lease agreement between myself, my</p> <p>21 now wife, and then wife too actually, to lease an</p> <p>22 apartment here in Miami.</p> <p>23 Q Okay. How long was your lease?</p> <p>24 A I believe it was fifteen months.</p> <p>25 Q And do you see in clause number three at</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 74</p> <p>1 the top of the page?</p> <p>2 A Yes.</p> <p>3 Q And it says that the initial term of the</p> <p>4 lease contract begins May 2022, and ends on the 19th</p> <p>5 day of August 2023. Do you see that?</p> <p>6 A I do, yes.</p> <p>7 Q Why did you decide on a fifteen month</p> <p>8 lease?</p> <p>9 A At the time in Miami there was a shortage</p> <p>10 of apartments for, for rent, or for lease, because</p> <p>11 there was a boon, I think after Covid, and there was</p> <p>12 a massive influx of immigration at the time, and so</p> <p>13 as part of the options that were presented from Gio</p> <p>14 Midtown, or Bozzuto, there was a cascading monthly</p> <p>15 amounts, and I believe at the time there was a</p> <p>16 significant step change in, from fifteen months to</p> <p>17 twelve months --</p> <p>18 Q Okay.</p> <p>19 A -- or thereabouts. I don't recall the</p> <p>20 exact details.</p> <p>21 Q And when you entered into this lease you</p> <p>22 thought you were going to be in Miami on a</p> <p>23 permanent --</p> <p>24 A That's correct.</p> <p>25 Q -- basis. Okay. So you thought you would</p> | <p style="text-align: right;">Page 76</p> <p>1 Q Yeah. And this is Dimitri Kozko, a</p> <p>2 communications between Mr. Kozko and what appears to</p> <p>3 be you, Mr. Griffin. Do you recognize this</p> <p>4 document?</p> <p>5 A I do, yes.</p> <p>6 Q Was it a communications between you and</p> <p>7 Mr. Kozko?</p> <p>8 A Yes, it was.</p> <p>9 Q And Mr. Kozko says, hi Zach, did you get</p> <p>10 the expense reimbursement for the MIA apartment</p> <p>11 expense.</p> <p>12 A Yes, he does.</p> <p>13 Q And you responded, came through last</p> <p>14 night, thank you very much, secured the venue now, I</p> <p>15 was (unintelligible) through the, this document with</p> <p>16 Gustavo, so I'll have the done and back by tomorrow.</p> <p>17 Do you remember that?</p> <p>18 A I do, yes.</p> <p>19 Q So Motorsport paid for the apartment</p> <p>20 expense, right?</p> <p>21 A There's more context to it than that.</p> <p>22 Q Please explain.</p> <p>23 A So I think it was about, during October.</p> <p>24 I mentioned to Dimitri that this visa process,</p> <p>25 because of Katsman and, and I guess his negligence,</p> |
| <p style="text-align: right;">Page 75</p> <p>1 stay for the fifteen months.</p> <p>2 A That's correct.</p> <p>3 Q And what was your understanding regarding</p> <p>4 the payment of the, of the rent with Motorsport US?</p> <p>5 A So the agreement we had was that they</p> <p>6 would cover the, the lease, not the lease, they</p> <p>7 would cover the, my accommodation costs until I</p> <p>8 secured a visa.</p> <p>9 Q Say that again, sorry.</p> <p>10 A They would cover the accommodation costs</p> <p>11 --</p> <p>12 Q Okay.</p> <p>13 A -- until I received a visa.</p> <p>14 Q So what would cover it, would --</p> <p>15 A Motorsport Games.</p> <p>16 Q -- Motorsport -- Motorsport Games, Inc.?</p> <p>17 A Inc.</p> <p>18 (Thereupon, Defendant Exhibit 27 is marked for</p> <p>19 identification.)</p> <p>20 BY MS. FEROT:</p> <p>21 Q Okay. So -- okay. I'm going to be</p> <p>22 handing you what we will mark as Exhibit 27. So</p> <p>23 this is a screenshot of Teams messages. This is</p> <p>24 dated -- actually we don't see it.</p> <p>25 A The 15th of November 2023.</p> | <p style="text-align: right;">Page 77</p> <p>1 and not understanding the differences between the,</p> <p>2 the tax years, or financial years between Australia</p> <p>3 and the U.S., and because the HR department was</p> <p>4 completely overrun, that I'd incurred significant</p> <p>5 losses in being able to, you know, having the, the</p> <p>6 visa. I presented those losses to him following</p> <p>7 that conversation -- that had them. I think the</p> <p>8 losses were about \$95,000.00 USD, and which I</p> <p>9 believe has been submitted with the original</p> <p>10 complaint, and during that time when we went over</p> <p>11 those expenses, also and those losses, the scenario</p> <p>12 was, you know, if I'd stayed in Australia I would</p> <p>13 have continued, if I'd moved to, I mean had the</p> <p>14 visa, and then what the actuals were, that I would,</p> <p>15 that I'd incurred these, these losses.</p> <p>16 We made an agreement then that he</p> <p>17 would reimburse, or cover those losses, and I said</p> <p>18 these losses were pre-tax, and so for me to recoup</p> <p>19 the money that I'd lost it would need to be more</p> <p>20 than the \$95,000.00, and so I suggested at the time</p> <p>21 it would be better for the company, so as not to</p> <p>22 take too much money out of the company, it would be</p> <p>23 better for them if they did it as through a rent</p> <p>24 reimbursement, and that way there was no tax</p> <p>25 applicable.</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 78</p> <p>1 Q Okay, so they agreed to reimburse your 2 rent up until you got the visa. 3 A No. I don't recall how we came to the 4 \$55,000.00, that was \$55,000.00 AUD, whatever the 5 equivalent was in, in the U.S., but the losses were, 6 the losses were, I don't recall the exact 7 (unintelligible) right now, but the discussion was 8 that the losses would be covered partially by this 9 reimbursement of the apartment expense, and then 10 partially as through a bonus for one of our games. 11 Q When was this agreement you're referring 12 to made? 13 A About October, I believe. The middle of 14 October, I think. 15 Q October -- 16 A 2022. 17 Q 2022. And was it a conversation between 18 you and Dimitri? 19 A Yes, it was. 20 Q Was it -- is there any writing regarding 21 this? 22 A No. There is evidence that we had the 23 meeting, which was he had the, the spreadsheet that 24 I showed him which had the losses. He made several 25 edits to that spreadsheet as well. There were</p> | <p style="text-align: right;">Page 80</p> <p>1 A It was about \$5,100.00, I think. 2 Q \$5,100.00. 3 A Yes. 4 Q So Mr. Kozko agreed to pay -- that -- he 5 -- that Motorsport would pay this amount up until it 6 would reach \$55,000.00? 7 A I don't recall what that was, other than 8 there was \$55,000.00, it was equivalent to 9 \$55,000.00 AUD, and the rest to be done by this -- 10 bonus, I think. 11 Q Okay, so if you were to have the visa much 12 later you would, it would be helping you out by 13 paying the rent during that time. 14 A If I had the visa much later? 15 Q Yeah, so, you know, it would help -- he 16 agreed to help you out with the rent up until when 17 you would get the visa, whenever when that would be. 18 A At that time, or -- can you clarify -- 19 Q I'm trying to understand what was the 20 agreement with Mr. Kozko at the time. 21 A The agreement for the reimbursement of 22 losses, or the agreement for moving over? 23 Q For the payment of the rent. 24 A So the agreement was, first of all, that 25 part of the initial relocation agreement that we had</p> |
| <p style="text-align: right;">Page 79</p> <p>1 references to some of the losses, which was the loss 2 of the, from selling the car, from selling our 3 furniture back home in Australia, and the legal -- 4 as well, that we discounted then. And purely that 5 was to show that, not that I expected those to be 6 covered, but merely as a way to say here is what we, 7 losses we've incurred with the expectation of maybe 8 he would -- and that was, you know, it was 9 acceptable for us because we knew we'd regain that 10 later on. 11 Q So you mentioned \$55,000.00. 12 A Australian dollars. 13 Q Australian dollars. 14 A Yeah, approximately. 15 Q So you are saying that Mr. Kozko agreed to 16 reimburse that on October 2022; is that -- 17 A He agreed to cover my losses, and that was 18 done partially by this rent reimbursement, which I 19 suggested because it would reduce the amount of 20 money the company would have to pay. And then 21 Dimitri suggested that the rest be done through a 22 bonus for delivery, I think, of one of these 23 (unintelligible). 24 Q And you said your rent was about \$5,000.00 25 USD.</p> | <p style="text-align: right;">Page 81</p> <p>1 was they would cover my culmination (ph) until I had 2 the visa, and then separately the, once I brought 3 him the, and we discussed these losses, then he 4 agreed to, to cover those. So as to minimize the 5 impact to the company I suggested that they should 6 do this, rather than doing a lump sum payment and 7 then have to pay tax on that, that if I, they could 8 do it through a reimbursement of the, of the, the 9 rent. 10 Q Okay. But you already said you had agreed 11 to reimbursement of the rent, so the losses are 12 reimbursed through the rent. That's what you're 13 saying -- 14 A The losses were reimbursed through the 15 rent. The accommodation at the, at the start, 16 because we were in a hotel here in Miami, and the 17 cost of that I think -- \$2,000.00 or \$3,000.00 a, a 18 week, so it was significantly more, and so we had 19 the, I took the lease on, and when I heard about the 20 financial impact to the company I decided I would 21 take that on, that expense on as well. 22 Q Okay, so you -- you moved to Miami in 23 April -- 24 A That's correct. 25 Q -- when you had that first accommodation.</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 82</p> <p>1 A Yes.</p> <p>2 Q So based on the agreement that Motorsport</p> <p>3 US would pay you for this first accommodation, and</p> <p>4 then the rent pursuant to the lease up until you get</p> <p>5 the visa what, you -- that's right.</p> <p>6 A That's correct, yes.</p> <p>7 Q And that you were terminated in November</p> <p>8 2023; is that correct?</p> <p>9 A I wasn't terminated, I was made redundant.</p> <p>10 Q You were redundant, my apologies. So you</p> <p>11 -- based on this agreement you should be paid your</p> <p>12 rent up until it ended. Can you tell me when it</p> <p>13 ended?</p> <p>14 A The lease?</p> <p>15 Q The lease.</p> <p>16 A It was approximately August 2023.</p> <p>17 Q August 2023.</p> <p>18 A Mm-hmm.</p> <p>19 Q And it started --</p> <p>20 A In May I believe, of '22.</p> <p>21 Q On May '22. Okay, so did Motorsport US</p> <p>22 pay for the rent?</p> <p>23 A For which period?</p> <p>24 Q Well, tell me what they paid and what they</p> <p>25 didn't pay.</p> | <p style="text-align: right;">Page 84</p> <p>1 and then paid for the months of January 2023.</p> <p>2 A That's correct.</p> <p>3 Q So for the year of 2022 was there any rent</p> <p>4 that wasn't covered? That --</p> <p>5 A That wasn't covered?</p> <p>6 Q That was not covered by Motorsport US?</p> <p>7 A I don't recall.</p> <p>8 Q You don't recall.</p> <p>9 A I think if you -- the exchange rate at the</p> <p>10 time was maybe \$0.70, so I could work backwards for</p> <p>11 you if you'd like, to how many months approximately.</p> <p>12 I don't recall exactly.</p> <p>13 Q But the agreement was that they covered it</p> <p>14 until January 2023.</p> <p>15 A No, that wasn't explicit. No, the -- the</p> <p>16 agreement that we had was that that would cover the,</p> <p>17 the accommodation costs until we had the visa.</p> <p>18 Q Mm-hmm.</p> <p>19 A And then -- and again, with the</p> <p>20 expectation that we'd receive the visa reasonably</p> <p>21 soon after, after moving, so the, the expectation</p> <p>22 was, at that time was not that they'd cover the rent</p> <p>23 indefinitely until this, that time, that point in</p> <p>24 time.</p> <p>25 Q Why did you think you would have the visa</p> |
| <p style="text-align: right;">Page 83</p> <p>1 A So they paid -- there was a reimbursement,</p> <p>2 again, of that \$55,000.00 AUD approximately.</p> <p>3 Dimitri also, either Dimitri or the company, I don't</p> <p>4 recall which, also covered January rent for 2023,</p> <p>5 and I don't recall if there was anything more than</p> <p>6 that.</p> <p>7 Q So your testimony if that they covered</p> <p>8 only one month of rent?</p> <p>9 A No, that the -- there was the \$55,000.00</p> <p>10 payment, and that was equivalent to however many</p> <p>11 months, I don't recall, but we can find out through</p> <p>12 the, the company's financial system, or records.</p> <p>13 And what else is there -- yeah, but that was --</p> <p>14 there's that, and then in January as well, they</p> <p>15 covered rent again for that.</p> <p>16 Q Okay. Which was outside of the</p> <p>17 \$55,000.00.</p> <p>18 A That's correct. And Dimitri had also,</p> <p>19 when we first moved there he provided the bond for</p> <p>20 the apartment, which I also then paid back to him.</p> <p>21 Q You did or didn't?</p> <p>22 A I did.</p> <p>23 Q Okay. All right, he provided -- yeah. So</p> <p>24 he provided the bond, and then Motorsport US paid</p> <p>25 for the rent up until what you think is \$55,000.00,</p> | <p style="text-align: right;">Page 85</p> <p>1 soon?</p> <p>2 A Why did I?</p> <p>3 Q Mm-hmm.</p> <p>4 A Dimitri had made references before that,</p> <p>5 that the immigration attorney for the company had,</p> <p>6 Dimitri had worked with him in the past, they had</p> <p>7 never had issues with him. He reaffirmed that later</p> <p>8 on as well, I think he said he'd done fifteen also</p> <p>9 people for Dimitri, and Dimitri never had a problem.</p> <p>10 Speaking to the, Mr. Katsman, the immigration</p> <p>11 attorney, he during the, during our conversations</p> <p>12 said it had been a, a relatively straightforward</p> <p>13 process, there was nothing to, to think that would</p> <p>14 be any other outcome other than receive the visa.</p> <p>15 Q Okay. But you weren't sure you would get</p> <p>16 it.</p> <p>17 A Reasonably sure I was, we would get it,</p> <p>18 yes. There was no, through any of the</p> <p>19 communications there was no, no reason to think that</p> <p>20 we wouldn't get it.</p> <p>21 (Thereupon, Defendant Exhibit 28 is marked for</p> <p>22 identification.)</p> <p>23 BY MS. FEROT:</p> <p>24 Q Okay. I'm going to hand you what I will</p> <p>25 mark as Exhibit 28.</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 86</p> <p>1 A Mm-hmm.</p> <p>2 Q Do you recognize this document?</p> <p>3 A I do, yes.</p> <p>4 Q So it's an e-mail from you, Mr. Griffin,</p> <p>5 to Mr. Katsman dated April 27th, 27, 2022.</p> <p>6 A Mm-hmm.</p> <p>7 Q And you say to Mr. Katsman, hi Mark, I</p> <p>8 hope you're well, would like to begin the</p> <p>9 application process for the L-1 visa, would you</p> <p>10 please advise what you require to start this, and</p> <p>11 since my wife and I are in the U.S. already before I</p> <p>12 go to travel outside the country for business after</p> <p>13 the change of status has been filed.</p> <p>14 A Yes.</p> <p>15 Q Do you remember that?</p> <p>16 A I do.</p> <p>17 Q So in this e-mail you're asking for</p> <p>18 information about the documents to gather for your</p> <p>19 visa. Is that what you understand it to be?</p> <p>20 A I'm sorry, could you repeat that?</p> <p>21 Q What are you asking in this e-mail?</p> <p>22 A What he requires to begin the, the</p> <p>23 process, as in does he need like Amanda, the general</p> <p>24 counsel, because they were meant to be driving us,</p> <p>25 does he need, what does he need to, to start this.</p> | <p style="text-align: right;">Page 88</p> <p>1 week of April. This is the, the last week of April</p> <p>2 we'd traveled as well. There were many meetings</p> <p>3 during that time, significant change that was going</p> <p>4 on at the company then, and I believe there was the,</p> <p>5 the financial situation as well of the, the company.</p> <p>6 Q So you were busy, and you didn't have the</p> <p>7 time to do it earlier in the month.</p> <p>8 A I was busy. I was working with Amanda and</p> <p>9 Dara about it as well, and I think Dara at the time</p> <p>10 was incredibly busy as well, and so I wasn't getting</p> <p>11 any, any movement, or motion from him, so I started</p> <p>12 the, the process.</p> <p>13 Q So did you ask Dara let's get started with</p> <p>14 the L-1 visa, like you did with Mr. Katsman?</p> <p>15 A I don't recall. I believe I had</p> <p>16 conversations with, with her (unintelligible) have</p> <p>17 to do this. I don't recall explicitly whether that</p> <p>18 was the case. She was also under Amanda LeCheminant</p> <p>19 at the time, who was ultimately responsible for it.</p> <p>20 Q Okay. So it was mostly her fault -- go to</p> <p>21 ask further information to Mr. Katsman before?</p> <p>22 A What do you mean by that? Sorry.</p> <p>23 Q You said she was too busy to handle the</p> <p>24 visa application before.</p> <p>25 A Yes.</p> |
| <p style="text-align: right;">Page 87</p> <p>1 Q Okay, so you want to start the application</p> <p>2 process.</p> <p>3 A Yes.</p> <p>4 Q And the information you're requesting,</p> <p>5 we've seen just before, you had received it back in</p> <p>6 January, right?</p> <p>7 A I'm not requesting information, yeah, I'm</p> <p>8 just saying what does he require to start this, does</p> <p>9 he require Dimitri to come in, for example, does he</p> <p>10 require Amanda to, to start this.</p> <p>11 Q So you're not requesting what is needed to</p> <p>12 start the application?</p> <p>13 A I don't believe so.</p> <p>14 Q But that's what you say, you say could you</p> <p>15 please advise what you're required to start this.</p> <p>16 A Yes. It could be a verbal conversation</p> <p>17 between Dimitri and himself, it could be between</p> <p>18 Amanda, I'm not specifying information here at all.</p> <p>19 Q Okay. Why are you asking now, because</p> <p>20 you've been in the U.S. for ten months already?</p> <p>21 You've been employed for more than a year, why are,</p> <p>22 why are you waiting a month?</p> <p>23 A Waiting months?</p> <p>24 Q Yeah, why -- why the timing of this?</p> <p>25 A I think we arrived in, around the first</p> | <p style="text-align: right;">Page 89</p> <p>1 Q So it wasn't because you were busy.</p> <p>2 A Ultimately it was the company had to file</p> <p>3 for the, the visa, and the company had to --</p> <p>4 obviously I could not file the, the petition with,</p> <p>5 for the company, it was something they needed to do.</p> <p>6 There were many other things happening at the time,</p> <p>7 again, it was period of significant change within</p> <p>8 the company, within senior leadership. There were</p> <p>9 many meetings that we had, particularly with</p> <p>10 external consultants, on the leadership of the</p> <p>11 company, and so on, and so there was, and also</p> <p>12 travel during that time, and so I decided to, to</p> <p>13 move things along myself.</p> <p>14 (Thereupon, Defendant Exhibit 29 is marked for</p> <p>15 identification.)</p> <p>16 BY MS. FEROT:</p> <p>17 Q All right. I'm going to hand you what</p> <p>18 we'll mark as Exhibit 29. Do you recognize this</p> <p>19 document?</p> <p>20 A I do, yes.</p> <p>21 Q So this is Mr., well, this is actually</p> <p>22 your, an e-mail from you, Mr. Griffin, to Mr.</p> <p>23 Katsman dated May 4, 2022. And if you look at the</p> <p>24 thread you can see the bottom of the e-mail we just</p> <p>25 discussed, where you're asking to start the</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 90</p> <p>1 application process.</p> <p>2 A Yes.</p> <p>3 Q And then on April 28th Mr. Katsman</p> <p>4 respond, to get started I will need to review all of</p> <p>5 required documents from the Australia and the U.S.</p> <p>6 office to make sure we have whatever we need, a few</p> <p>7 months back I send you this list of documents that</p> <p>8 we need, I'm attaching it again just in case.</p> <p>9 And you respond to that, hi Mark,</p> <p>10 thank you, and I appreciate you sending it through</p> <p>11 again, I've included Amanda and Dara, we will be</p> <p>12 able to answer your other questions.</p> <p>13 A Yes.</p> <p>14 Q Did you -- did you forget that he had send</p> <p>15 them?</p> <p>16 A I'm sorry, what do you mean by that?</p> <p>17 Q Did -- did -- had you forgotten he had</p> <p>18 already send you the information?</p> <p>19 A No, not at all.</p> <p>20 Q So did you gather those documents?</p> <p>21 A I did.</p> <p>22 Q So why you didn't send them at the time?</p> <p>23 A Then why did I send them to, to Mark?</p> <p>24 Q Yes.</p> <p>25 A Because we were to start the, the process.</p> | <p style="text-align: right;">Page 92</p> <p>1 apartment in Miami.</p> <p>2 Q I don't think that's the document we were</p> <p>3 referring to, but can you take a moment just to, to</p> <p>4 read it, because I missed some documents with, with</p> <p>5 me.</p> <p>6 A Yes, I can still say this letter, this is</p> <p>7 -- well, we can read the, the, this letter, which is</p> <p>8 to assess what my income would be, and the contract</p> <p>9 of employment between myself and Motorsport Games</p> <p>10 Australia, however I requested -- I had to provide</p> <p>11 proof of income, and proof of, proof of income that</p> <p>12 I've received when working for Motorsport Games Inc.</p> <p>13 In America.</p> <p>14 During that time I had a discussion</p> <p>15 with Dimitri, and a discussion with Amanda and, and</p> <p>16 Dara, ultimately drafted this. There were reasons</p> <p>17 that it came in this form, as an amendment to the</p> <p>18 contract. They, I believe Amanda, who again was</p> <p>19 general counsel at the time, suggested they couldn't</p> <p>20 provide an offer letter until such time as the visa</p> <p>21 application had, until I received the visa.</p> <p>22 Q So instead they're amending your</p> <p>23 employment contract?</p> <p>24 A That's what they ultimately did. It's to</p> <p>25 show proof of income to the -- company.</p> |
| <p style="text-align: right;">Page 91</p> <p>1 I'd received the list of documents, which I</p> <p>2 gathered, the ones that I was responsible for</p> <p>3 outside the company, and had those, and then it was</p> <p>4 time to start the, the process formally.</p> <p>5 Q So you were gathering them, but not</p> <p>6 sending them to your immigration attorney.</p> <p>7 MR. AYALA: Form.</p> <p>8 THE WITNESS: I had gathered them, and I</p> <p>9 was starting the, the process, yeah.</p> <p>10 BY MS. FEROT:</p> <p>11 Q In April, end of April 2022; is that</p> <p>12 right? Well --</p> <p>13 A April 28th. Initially it was -- initially</p> <p>14 e-mail was on April 27th, and my response is dated</p> <p>15 the 4th of May, a week or so later I believe.</p> <p>16 (Thereupon, Defendant Exhibit 30 is marked for</p> <p>17 identification.)</p> <p>18 BY MS. FEROT:</p> <p>19 Q Okay. I'm going to be handing you what we</p> <p>20 will mark as Exhibit Number 30. Do you recognize</p> <p>21 this document?</p> <p>22 A I do, yes.</p> <p>23 Q What is it?</p> <p>24 A It's a letter that I requested to support</p> <p>25 my, the application to, for the lease of the</p> | <p style="text-align: right;">Page 93</p> <p>1 Q But this document is indeed amending your</p> <p>2 employment contract.</p> <p>3 A That's what they ended up doing, yes.</p> <p>4 Q Okay. And what's your re-numeration now?</p> <p>5 A It was \$240,000.00 USD. Initially we'd</p> <p>6 requested to have the same bonus, \$70,000.00 USD</p> <p>7 annually guaranteed while I was at the company, and</p> <p>8 then Dimitri said because of the financial position</p> <p>9 of the company that they -- to take a lower bonus,</p> <p>10 to which accepted, to \$48,000.00 payment.</p> <p>11 Q You accepted how much?</p> <p>12 A A \$48,000.00 put into two payments, and</p> <p>13 that was an incentive for taking the lower amount,</p> <p>14 is I'd receive it earlier.</p> <p>15 (Thereupon, Defendant Exhibit 31 is marked for</p> <p>16 identification.)</p> <p>17 BY MS. FEROT:</p> <p>18 Q Okay. So here this is an amendment to</p> <p>19 your contract with Motorsport Australia, right? I'm</p> <p>20 going to move to the next exhibit, which we'll mark</p> <p>21 as Exhibit 31. This is an e-mail from Ms. Malavolta</p> <p>22 to you, Mr. Griffin, copying Ms. LeCheminant and Mr.</p> <p>23 Kozko, dated May 9, 2022. Do you recognize this</p> <p>24 document?</p> <p>25 A I do, yes.</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 94</p> <p>1 Q All right. She is sending you two 2 exhibits. One is a cover letter, as you can see in 3 that attachment section, and one is the amendment to 4 the contract. And she states, hello Zach, I hope 5 you had a good weekend, per your discussion with 6 Dimitri please see the attached amendment to your 7 current employment agreement, we have included a 8 cover letter that you can use to submit to your HOA 9 as well, please let me know if you have any 10 questions. 11 A Yes. 12 Q So would the first exhibit that you see on 13 Page 1 be the cover letter they were referencing to 14 to help you with your HOA -- 15 A It is referencing -- it's referencing 16 that, that same document, yes, but again the 17 context, the context to that was the general counsel 18 at the time said that they could not provide an 19 offer letter, because I think they were very 20 concerned about the position it would put Motorsport 21 Games, Inc. in until I had a visa, so to demonstrate 22 proof of income they provided, this was the 23 mechanism which they used to provide proof of 24 income. 25 Q And then they explain they couldn't offer</p> | <p style="text-align: right;">Page 96</p> <p>1 Q Okay. 2 A Not that they were worth anything -- 3 stock. 4 Q So was it the highest compensation for 5 Motorsport Games Australia at the time? 6 A Yes, it was. 7 Q Okay. So -- and this increase in 8 compensation is in May, so around the time of your 9 relocation to Miami, right? 10 A It was the -- yeah, the date that I needed 11 to submit the, the proof of income, and proof of 12 employment in, yeah, which is dated, well, the 9th 13 of May. 14 (Thereupon, Defendant Exhibit 32 is marked for 15 identification.) 16 BY MS. FEROT: 17 Q All right. I will hand you what, sorry, 18 that we will mark as Exhibit Number 32. 19 A Okay. Can I get some more water? Is that 20 okay? 21 MR. AYALA: Yeah. 22 MS. FEROT: Of course, yes. 23 THE WITNESS: Thank you. 24 MS. FEROT: Here you go. 25 THE WITNESS: Thanks.</p> |
| <p style="text-align: right;">Page 95</p> <p>1 you employment until you had the visa, right? 2 MR. AYALA: Form. 3 THE WITNESS: Though she said she couldn't 4 provide the offer letter because they were 5 concerned about the position it would put the 6 company in. 7 BY MS. FEROT: 8 Q Understood. And the Page 2 is the 9 amendment that we, that we just discussed. 10 A That's what they call it, yes. 11 Q So you are given a remuneration of 12 \$240,000.00 per annum, plus this annual bonus of 13 twenty percent to be paid in two installments of ten 14 percent, so \$24,000.00 each. 15 A That's correct. 16 Q So your total compensation is equal to 17 \$280,000.00 yearly, right? 18 A Yes, exclusive of the stock grant. But I 19 think for various reasons the stock grant I believe 20 was acted upon, because they, the stock information 21 (unintelligible) entered in incorrectly when they 22 did, so I don't think any employees received the 23 stock that they should have, because of 24 administration errors on the part of those 25 responsible in the company.</p> | <p style="text-align: right;">Page 97</p> <p>1 MS. FEROT: I'm going to do maybe three 2 more exhibits, and then maybe we can take a 3 break. 4 THE WITNESS: Yeah, that's fine. 5 BY MS. FEROT: 6 Q All right, so Exhibit 32 is an e-mail from 7 Ms. LeCheminant to Mr. Katsman, with copy Ms. 8 Malavolta and you, Mr. Griffin, regarding your visa 9 application dated June 8, 2022. 10 A Yes. 11 Q Do you recognize this document? 12 A I do. 13 Q And you can see that Ms. LeCheminant is 14 sending documents to Mr. Katsman. 15 A Yes. 16 Q So do you agree that on June 2022 17 Motorsport is sending the documents the immigration 18 attorney Mr. Katsman? 19 A I think it's the 8th of June. 20 Q The 8th of June, yes. 21 A 2022, yeah. 22 (Thereupon, Defendant Exhibit 33 is marked for 23 identification.) 24 BY MS. FEROT: 25 Q All right, I'll move on to the next</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 98</p> <p>1 exhibit, which we will mark as Exhibit 33. This is 2 an e-mail from Mr. Griffin to Mr. Kozko dated 3 December 30, 2022, and here, Mr. Griffin, you write 4 to Mr. Kozko, saying hi Dimitri, please find 5 attached the remittance information for preparing -- 6 for the E-3 visa applications for Francesca and 7 myself, as requested I've also included the link to 8 the spreadsheet we went through in October with 9 money I've lost since moving, not including the 10 expenses -- NetSuite. 11 A Mm-hmm. 12 Q Do you remember that document? 13 A I do, yes. 14 Q And attached to this e-mail you have the 15 engagement letter for the law firm Cammisa Markel. 16 A Yes. 17 Q Who -- can you tell me a little bit more 18 about this firm? 19 A Yes. Upon hearing about the, the issue 20 that we had with Katsman, and his lack of knowledge 21 about the different tax years, and discussion with, 22 probably friends, their daughter who migrated to the 23 U.S. years ago had used this firm, and suggested 24 that we use them because it was run by Australian 25 expats, because I think they'd said that she'd had</p> | <p style="text-align: right;">Page 100</p> <p>1 Q Okay. I'm going to hand you which we'll 2 mark as Exhibit 34. This is an e-mail from Mr. 3 Potter to you, Mr. Griffin, and also Mr. Kozko, 4 regarding visa fees, dated January 9, 2023. Do you 5 see that? 6 A Yes. 7 Q Do you remember this e-mail? 8 A I do, yes. 9 Q So here Mr. Potter -- what -- what was Mr. 10 Potter? 11 A He was then CFO of the company, or acting 12 CFO of the company, I believe. 13 Q Okay. And he says, confirming we paid 14 your lawyers retaining fees for the E-3 visa today. 15 A Yes. 16 Q So after you submitted the wire 17 instruction engagement letter, they come back and 18 pay -- 19 A Yes. 20 Q -- the retainer fee; is that right? 21 A That's correct. 22 Q Okay. Did they question the selection of 23 the law firm? 24 A Did Dimitri? 25 Q Dimitri or the, anyone at Motorsport US?</p> |
| <p style="text-align: right;">Page 99</p> <p>1 a, that my story wasn't an uncommon one with U.S. 2 immigration attorneys in a corporate setting, they'd 3 made mistakes like this, and so she suggested that I 4 get in contact with these, with these people. 5 Q Okay. 6 A Which I did. 7 Q And you're sending wire transfer 8 instructions to Motorsport US here, right? 9 A Yes. 10 Q Why'd you do that? 11 A On request from Dimitri, yeah, request 12 from Dimitri. I believe it was about that time that 13 he, that he requested them (unintelligible) position 14 to pay them. 15 Q So he agreed to pay for the services of 16 this firm? 17 A Of -- yes. And they also did make that 18 payment too. 19 Q Okay, we'll get to that. So the, the 20 selection of the firm Cammisa Markel was your 21 choice. 22 A Yes, that's correct. 23 (Thereupon, Defendant Exhibit 34 is marked for 24 identification.) 25 BY MS. FEROT:</p> | <p style="text-align: right;">Page 101</p> <p>1 A He asked why I selected them, and I'd 2 mentioned during the, during that initial 3 conversation we talked about the losses that I'd 4 had, that I'd spoken with -- on the suggestion from 5 a, a friend about this, and that's why he'd do it. 6 And then he also said he didn't want anything to, to 7 cause, you know, issues between, between us, and 8 then also between myself and my, my wife at the 9 time, and he that that was okay, effectively. 10 Q Okay. So -- with your choice. 11 A That's correct. 12 Q And at the time you already had gathered 13 your documents needed for the application, right? 14 A Yes. 15 Q So how did you communicate with this law 16 firm, by e-mail? 17 A By e-mail, and by a phone call, or by -- 18 call as well. 19 Q Okay. Did you give these communications 20 to your counsel? 21 A I don't recall. I don't recall. 22 Q So but you have those communications. 23 A I have the initial e-mail between us, 24 because -- the, the call, and then, then initial 25 questions of us to schedule a call to us to talk</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 102</p> <p>1 about it.</p> <p>2 Q Okay. Did you give your counsel, your new</p> <p>3 counsel now Cammisa Markel, all the documentation</p> <p>4 needed for your visa application?</p> <p>5 A No, we didn't get to that point, because I</p> <p>6 think we discussed this initially in October 2019,</p> <p>7 sorry, October 2022, I think October 19th or</p> <p>8 something, from what I can see, is when in initially</p> <p>9 met with them, and they said that's what</p> <p>10 (unintelligible) options, and that rather than the,</p> <p>11 having two options, which is the L-1 and the E-3,</p> <p>12 and having to pick one or the other, the fastest</p> <p>13 pathway was for the E-3 visa, and then I had three</p> <p>14 years, I think, at the time, that I could use to, to</p> <p>15 secure the L-1.</p> <p>16 Q Okay. So you were going to go with the</p> <p>17 E-3 option with that new immigration firm.</p> <p>18 A Yes, because the, the new information that</p> <p>19 they said was what I'd been told was incorrect, that</p> <p>20 actually in fact I could apply for this E-3, and</p> <p>21 then use, and then apply for the L-1 within the</p> <p>22 three year period.</p> <p>23 Q Okay. So you chose them because they said</p> <p>24 they could apply now, unlike Mr. Katsman.</p> <p>25 A No, I chose them because they were, one,</p> | <p style="text-align: right;">Page 104</p> <p>1 A No, because at the time Dimitri, and then</p> <p>2 Dara, began to misrepresent, and deliberately</p> <p>3 misrepresent the truth and, and what had happened,</p> <p>4 and that they'd only requested my relocation in May</p> <p>5 of that year, when I requested the supporting</p> <p>6 documentation for the, for the lease to the, to the</p> <p>7 apartment, and then Dimitri made an even further, I</p> <p>8 guess misrepresentations, that he never agreed to</p> <p>9 reimburse me for my losses or, or anything like</p> <p>10 that.</p> <p>11 Q Did they ask you not to submit your visa</p> <p>12 application?</p> <p>13 A No, they did not.</p> <p>14 MS. FEROT: Do you want to take a lunch</p> <p>15 break? It's a good time for me to stop, I</p> <p>16 don't have --</p> <p>17 VIDEOGRAPHER: Whatever you want.</p> <p>18 MR. AYALA: Whatever you want.</p> <p>19 THE WITNESS: It's up to you.</p> <p>20 MS. FEROT: I think we can take a --</p> <p>21 MR. AYALA: You're the boss.</p> <p>22 MS. FEROT: We're halfway done I think,</p> <p>23 yes, more than halfway -- perfect. How much</p> <p>24 time do you want? Is forty five minutes -- do</p> <p>25 you want one hour? Do you -- are you going to</p> |
| <p style="text-align: right;">Page 103</p> <p>1 because they said well, here, here's a -- pathway,</p> <p>2 and two, it was another immigration attorney that</p> <p>3 had been verified. And Dimitri had also conceded</p> <p>4 that the immigration attorney that they stipulated</p> <p>5 that I use had made a, had made this error.</p> <p>6 Q Okay. But people at Cammisa -- the</p> <p>7 attorneys at Cammisa Markel -- who did you speak to</p> <p>8 at Cammisa Markel?</p> <p>9 A I don't recall their names. I think I</p> <p>10 spoke briefly to Cammisa, or, I've forgotten her</p> <p>11 first name, But Ms. Cammisa I believe.</p> <p>12 Q Ms. Cammisa, okay.</p> <p>13 A And there was another attorney there.</p> <p>14 Q Okay. So now you know you can apply for</p> <p>15 E- 3.</p> <p>16 A I could apply for the E-3 or the L-1,</p> <p>17 which is what Katsman had suggested, but applying</p> <p>18 for the E-3 would not preclude me, it wasn't a --</p> <p>19 option anymore, I could actually apply for the E-3,</p> <p>20 which was quicker, and which we, what we intended to</p> <p>21 as well once the, the fees had been paid.</p> <p>22 Q Okay. And it was paid.</p> <p>23 A It was paid, yes.</p> <p>24 Q So did you ever submit the visa</p> <p>25 application for the E-3?</p> | <p style="text-align: right;">Page 105</p> <p>1 go out or --</p> <p>2 MR. AYALA: We -- we --</p> <p>3 MS. FEROT: I believe we can be off the</p> <p>4 record now.</p> <p>5 MR. AYALA: We didn't bring -- we didn't</p> <p>6 bring -- we didn't bring food.</p> <p>7 VIDEOGRAPHER: The time is 12:35 p.m. We</p> <p>8 are off the record.</p> <p>9 (Thereupon, the deposition is off the record, and</p> <p>10 the proceeding continues as follows:)</p> <p>11 VIDEOGRAPHER: The time is 1:49 p.m. We</p> <p>12 are on the record.</p> <p>13 MS. FEROT: Thank you.</p> <p>14 MR. AYALA: Welcome back.</p> <p>15 MS. FEROT: Thank you, welcome back.</p> <p>16 BY MS. FEROT:</p> <p>17 Q Mr. Griffin, what exactly was the promise</p> <p>18 that Dimitri Kozko made?</p> <p>19 A So we agreed that I would relocate to the</p> <p>20 Miami office, and in exchange for that I'd receive</p> <p>21 \$240,000.00 base compensation, plus --</p> <p>22 Q How much?</p> <p>23 A \$240,000.00 base compensation, plus</p> <p>24 \$70,000.00 USD as a, a guaranteed bonus each year,</p> <p>25 that we would receive medical care, myself and wife.</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 106</p> <p>1 They would --</p> <p>2 Q I'm sorry?</p> <p>3 A That we would receive medical care under</p> <p>4 Motorsport Games's plan for myself and my wife.</p> <p>5 Q Medical care, okay.</p> <p>6 A Under their, their healthcare plan. I</p> <p>7 would also receive sponsorship for my wife, and</p> <p>8 myself as well. That they would act as guarantor</p> <p>9 until I have such, a credit rating, and they would</p> <p>10 cover my accommodation costs until I had secured the</p> <p>11 visa.</p> <p>12 Q When was that?</p> <p>13 A In September 2021.</p> <p>14 Q When that promise was made --</p> <p>15 A Yes.</p> <p>16 Q -- did you write it down?</p> <p>17 A No.</p> <p>18 Q All right, so you said the promise</p> <p>19 included relocation to Miami.</p> <p>20 A Yes. Also sponsorship of the visa, and</p> <p>21 they were (unintelligible) the visa, and exactly</p> <p>22 what I said before, the accommodation of, until we</p> <p>23 receive -- they would pay for accommodation until we</p> <p>24 receive the, the visa, amongst other things, yeah.</p> <p>25 Q Okay, so part of the promise is a</p> | <p style="text-align: right;">Page 108</p> <p>1 and myself.</p> <p>2 Q They would pay for it.</p> <p>3 A Yes.</p> <p>4 Q That's what you said.</p> <p>5 A They'd pay for it and, and receive it.</p> <p>6 Q So when you said pay for it, meaning the</p> <p>7 fee to apply or the immigration attorney's fees?</p> <p>8 What -- what is the payment?</p> <p>9 A It was the -- the -- the costs associated</p> <p>10 with, with the sponsorship. So it was a pretty</p> <p>11 simple promise, was here's the, here's our</p> <p>12 immigration attorney Mark, use him, and we'll get</p> <p>13 you the, the, the visa.</p> <p>14 Q Okay. So was part of the promise helping</p> <p>15 you with that application?</p> <p>16 A It was -- the company themselves need to</p> <p>17 apply, so I can't file for myself, so they would</p> <p>18 apply for the visa and --</p> <p>19 Q Okay.</p> <p>20 A -- and sponsorship, so.</p> <p>21 Q So they would have to gather documents,</p> <p>22 and prepare --</p> <p>23 A Yeah. Dimitri had said that he'd done it</p> <p>24 many times before, there was a related entity within</p> <p>25 the business, Motorsport Network, which Dimitri has</p> |
| <p style="text-align: right;">Page 107</p> <p>1 sponsorship of the visa, right?</p> <p>2 A Yes.</p> <p>3 Q You understand that Motorsport Games</p> <p>4 cannot issue a visa.</p> <p>5 A Yes, they couldn't. But I relied on them</p> <p>6 saying that, on the, the attorney stating what the</p> <p>7 requirements were, stating that I, you know, in</p> <p>8 talking to him had, had met those requirements, in</p> <p>9 terms of what was required for, that I'd been at the</p> <p>10 company for a certain amount of time, or would I</p> <p>11 have been at the company for a certain amount of</p> <p>12 time -- documents as well.</p> <p>13 Q Okay, so I don't want to talk about the</p> <p>14 attorney right now, I'm just talking about</p> <p>15 Motorsport.</p> <p>16 A Sure.</p> <p>17 Q You knew Motorsport could not issue a</p> <p>18 visa, it's a government (unintelligible) right?</p> <p>19 A Yes. Mm-hmm.</p> <p>20 Q So the promise was not that Motorsport</p> <p>21 would get you a visa, that it would help you get the</p> <p>22 visa. What -- what was the exact promise regarding</p> <p>23 the visa?</p> <p>24 A That they would pay for the sponsorship</p> <p>25 of, or get, pay for and give sponsorship for my wife</p> | <p style="text-align: right;">Page 109</p> <p>1 a, a relationship with the, the shareholder of that,</p> <p>2 maybe shareholder of that business as well, I think</p> <p>3 he's married to the, the shareholder's niece, and so</p> <p>4 he said he'd done it many times, and brought people</p> <p>5 over many times before, so I relied on him telling</p> <p>6 me that.</p> <p>7 Q Okay, so I want to go back to the visa.</p> <p>8 A Mm-hmm.</p> <p>9 Q The visa application required Motorsport</p> <p>10 to do certain things.</p> <p>11 A Yes.</p> <p>12 Q And we've seen in the communications</p> <p>13 before --</p> <p>14 A Mm-hmm.</p> <p>15 Q -- you've asked them to gather some</p> <p>16 documents for you.</p> <p>17 A I don't believe I asked them to do that.</p> <p>18 Q Right. Yes.</p> <p>19 A They did that.</p> <p>20 Q Okay. And then they send them to you,</p> <p>21 right?</p> <p>22 A No, they did not send them to me.</p> <p>23 Q So what documents they didn't send to you?</p> <p>24 A What documents did they not send to me?</p> <p>25 Q Mm-hmm.</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 110</p> <p>1 A We'll have to go back to the, that prior, 2 before, there was a list of documents which they 3 were putting together. 4 Q So they were putting it together? 5 A They were, yes. 6 Q Okay. Did they ever said we don't want to 7 give you those documents? 8 A In what way? 9 Q Like where they cooperating with your, 10 these application. 11 A Certainly Amanda, general counsel, was 12 cooperating. Dara I don't believe sent in those 13 documents that she was required to do. And Amanda 14 was terminated, she had a baby, and then she was 15 terminated within I believe a month or, or six weeks 16 of having the baby, and she was the one who was 17 responsible ultimately for, for coordinating this, 18 the sponsorship. 19 Q So after Ms. LeCheminant is terminated who 20 was handling her role? 21 A So she was general counsel at the time, 22 and they appointed, or they tried to find another, I 23 believe it was one of the general counsel internally 24 for one of the like entities, and I believe they 25 were searching for another, for other representation</p> | <p style="text-align: right;">Page 112</p> <p>1 Q Can you show me the e-mails where you're 2 referring to? 3 A Yes, there is this e-mail here, which on 4 the date the 4th of May. I think I sent it on the 5 28th initially. I sent them an e-mail on the 27th. 6 Q Can you please state the exhibit number? 7 A This is Exhibit 29. As you can see 8 there's an e-mail, subject L-1 visa, on Wednesday 9 April 27, 2022, and which I said we'd like to begin 10 the application process for the L-1 visa, to Mark 11 Katsman, an e-mail for myself. And Mark inquired 12 the next day, on the 28th, to ask who he could speak 13 to in the, the case regarding billing and payments, 14 and other questions, which was a, a surprise to, to 15 me. And I included Amanda and Dara on the 4th of 16 May 2022, and I don't believe Dara got back to, or 17 responded to this for, until the 6th or so of, it 18 was the 6th of June. 19 Q She respond -- so you can agree that in 20 this Exhibit Number 25, 29, sorry -- 21 A Yes. 22 Q -- there's nothing that shows that she's 23 not cooperating. 24 A I didn't say that. I said that it was 25 Dara on this e-mail, and her response to this e-mail</p> |
| <p style="text-align: right;">Page 111</p> <p>1 outside, for another law firm, and so Dara was then 2 I think promoted to be head of HR at the time. 3 Q Okay. So did she cooperate with your visa 4 application? 5 A I would not say cooperate. I would say 6 she didn't provide the documents that she should 7 have, and even from, you know, as you can see from 8 my first message, when I kept on persisting, to say 9 let's get the, these application underway, because I 10 as the employee and person being sponsored I can't 11 file for that, that's on the, the company to launch 12 that petition. And I kept on requesting it, and you 13 can see from, it took her a month to respond to 14 that, that e-mail. 15 Q I never saw those e-mails. Do you have 16 them? 17 A I'm sorry? 18 Q I never saw those e-mails. Do you have 19 them? 20 A Yes, there was on in here before. I think 21 there was a, an e-mail, one that was in one of these 22 exhibits. And then I made reference to another one, 23 which is in my notes, but I don't have access to 24 those e-mails, they're in my Motorsport Games e-mail 25 account.</p> | <p style="text-align: right;">Page 113</p> <p>1 on the 4th of May came over -- 2 Q There -- there's no response to this 3 e-mail in this document. 4 A No, but there is another e-mail. I think 5 I referenced it in my, in my claim letter. 6 Q Okay. So if you look at this Exhibit 29 7 there is nothing showing here that Ms. Malavolta was 8 not cooperating. 9 MR. AYALA: Asked and answered. 10 THE WITNESS: To be fair she's, she hasn't 11 responded to this, and she didn't respond for 12 another month, so I wouldn't call that 13 cooperating. 14 BY MS. FEROT: 15 Q All right, I'm going to go back to what 16 you said. You said the promise was to relocate to 17 the Miami office. So what does that mean, relocate 18 you to the Miami office? 19 A So it was -- I said that they were to 20 provide sponsorship to myself and my wife, amongst 21 other things, and -- sorry, could you clarify that 22 question again? 23 Q The relocation -- 24 A Yes. 25 Q -- we said it was a sponsorship of the</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 114</p> <p>1 visa --</p> <p>2 A Yes.</p> <p>3 Q -- and they'll let you come to Miami,</p> <p>4 right?</p> <p>5 A So the conversation I had with Dimitri was</p> <p>6 that because of, he was very insistent and desperate</p> <p>7 for me to, to come across, as you can see from his</p> <p>8 other comments where he inquired when I was coming</p> <p>9 and, and so on, that they would cover the</p> <p>10 sponsorship for myself and my wife, that I'd be</p> <p>11 promoted to the director of technology role, and</p> <p>12 there were two -- expanded out of that role, that I</p> <p>13 would also be, have healthcare, that they would pay</p> <p>14 for my accommodation until I received the visa, and</p> <p>15 the, healthcare, and they'll act as guarantor as</p> <p>16 well until I received a, until my, to build up my</p> <p>17 credit rating. And that last part was conditional</p> <p>18 on me staying with the company, so that's what --</p> <p>19 Q Can you repeat that last part?</p> <p>20 A So -- for them acting as guarantor --</p> <p>21 Q Guarantor.</p> <p>22 A -- was conditional on me staying with the</p> <p>23 company, which is more than fair.</p> <p>24 Q So the promise to be guarantor would be</p> <p>25 for the duration of your lease, right?</p> | <p style="text-align: right;">Page 116</p> <p>1 A It was to act as guarantor for, for</p> <p>2 things. It was -- again, we talked about it</p> <p>3 previously, to, to finance a car, to get access to</p> <p>4 credit cards, and so on, and to I guess live in the</p> <p>5 United States with a credit rating, credit score</p> <p>6 was, was very important, and that's what he</p> <p>7 impressed upon me, and that's why we, we agreed that</p> <p>8 they would act as guarantor.</p> <p>9 Q And a credit score, is it hard to get a</p> <p>10 good credit score?</p> <p>11 A I'm not sure. I don't have any experience</p> <p>12 with that in, in America at all. It was only what,</p> <p>13 I relied on what Dimitri told me.</p> <p>14 Q Okay. But both sides understood that it</p> <p>15 could take some time.</p> <p>16 A To build up the --</p> <p>17 Q The credit score.</p> <p>18 A -- credit score. He didn't give me a, a</p> <p>19 timeline at all.</p> <p>20 Q Okay. So the promise to relocate to the</p> <p>21 Miami office was to sponsor you for the visa, and</p> <p>22 then there was the re-numeration that you stated,</p> <p>23 medical care, and the guarantee, and then the</p> <p>24 position as director of technology.</p> <p>25 A Yes, the director, promotion to director</p> |
| <p style="text-align: right;">Page 115</p> <p>1 A Well, I didn't say that. It was until I</p> <p>2 built up my credit rating.</p> <p>3 Q But at the time you agreed to that -- at</p> <p>4 -- at the time of the promise in September 2021.</p> <p>5 A I'm sorry, what do you mean by that?</p> <p>6 Q You said in September 2021 --</p> <p>7 A Mm-hmm.</p> <p>8 Q -- part of the promise made to you by Mr.</p> <p>9 Kozko was to be a guarantor.</p> <p>10 A It was that they, yes, that the company</p> <p>11 Motorsport Games, Inc. would act as guarantor until</p> <p>12 I had a sufficient credit rating, until, until I</p> <p>13 built up the, the credit rating, because Dimitri</p> <p>14 impressed upon me having, was to have a good credit</p> <p>15 rating here in America, that it meant that you</p> <p>16 couldn't get credit cards without it, meant that you</p> <p>17 couldn't purchase, make certain purchases, or</p> <p>18 finance vehicles, and so on, and so that was pretty</p> <p>19 important, and part of our conversations that we've</p> <p>20 had, or that we'd had once he initially asked me to</p> <p>21 come to the United States and work, and so it was</p> <p>22 that, that they would act as guarantor until I built</p> <p>23 up my credit rating.</p> <p>24 Q Guarantor for the visa, or for all of the</p> <p>25 things?</p> | <p style="text-align: right;">Page 117</p> <p>1 of technology, also with -- becoming, we talked</p> <p>2 about becoming a CTO, but it was to be promoted to</p> <p>3 director of technology with an expanded scope.</p> <p>4 Q So that's the entirety of the promise of</p> <p>5 which was discussed.</p> <p>6 A Yeah. That's what I believe, yes.</p> <p>7 Q Okay. And that's September 2021.</p> <p>8 A Yes.</p> <p>9 Q So was a promise made regarding a</p> <p>10 particular expense?</p> <p>11 A Other than what I've stated there were no</p> <p>12 particular (unintelligible) that was their terms.</p> <p>13 Q Okay. And typically your expenses would</p> <p>14 be covered by your employment agreement.</p> <p>15 A When I started traveling to the United</p> <p>16 States the employment, or all the expense -- and it</p> <p>17 was a little bit more complex because I was also</p> <p>18 director of the, the Australian entity, and so I had</p> <p>19 a separate agreement as director of that company to</p> <p>20 purchase certain things and be reimbursed in a</p> <p>21 different mechanism to the, the employment</p> <p>22 agreement. But then as it relates to Motorsport</p> <p>23 Games, Inc., sometimes the money came from</p> <p>24 Motorsport Games, Inc. Account, so there were -- if</p> <p>25 Dimitri requested me to travel sometimes I'd put</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 118</p> <p>1 those through the American office, sometimes I'd 2 book them myself and I'd file for reimbursement 3 after. 4 Q So tell me how you submit your expenses to 5 Motorsport Games US. 6 A So there's a platform, NetSuite, that they 7 use, and I would submit them, yeah, into that 8 portal. 9 Q Okay. And what was the procedure to 10 submit your expenses to Motorsport Australia? 11 A It was the, it was all by the same portal. 12 It was a, except that we have to lodge them with the 13 accountants looking after Motorsport Games Australia 14 as well. 15 Q So, I'm sorry, I didn't understand. You 16 submitted -- 17 A So we would -- we would -- so typically we 18 would submit, if we submitted an expense claim, or 19 made charges on the, the card, and sometimes during 20 the, the company, the company's, I guess sort of 21 dire financial situation at the time, there wasn't 22 enough money in the account to cover certain 23 expenses and so I would have to use my personal card 24 to do that as well, so the -- the policy was in some 25 ways blurred.</p> | <p style="text-align: right;">Page 120</p> <p>1 payment into two amounts so I could receive one much 2 earlier on. 3 Q Okay. And you agreed to that. 4 A I agreed to the, to that lower amount, 5 yes. 6 Q Okay. Then you said part of the promise 7 was medical care. 8 A Yes. 9 Q But medical care, usually you have to be a 10 resident to get that. 11 MR. AYALA: Form. 12 THE WITNESS: I'm not aware of the 13 requirements for that. It was something that 14 Dimitri and I had agreed on, agreed upon. Dara 15 as well said it's standard part of their 16 benefits package for the United States 17 employees. 18 BY MS. FEROT: 19 Q So that's the standard package for a 20 Motorsport US employee. Is that what you're saying? 21 A That's what I was told, yes. 22 Q Okay. And you understood that once you 23 get the visa you would be hired by Motorsport US. 24 MR. AYALA: Form. 25 THE WITNESS: My understanding was that</p> |
| <p style="text-align: right;">Page 119</p> <p>1 Q Okay. So when you used NetSuite -- 2 A Mm-hmm. 3 Q -- it's only for Motorsport Games US. 4 A No, Motorsport Games Australia I believe 5 used that too. 6 Q Okay. So you just submit it, and then on 7 their end they deal with it, right? 8 A To -- we'd have to, yeah, submit the 9 receipts. Sometimes we might be asked for further 10 information from the finance team as to what the 11 expense was related to, and how to categorize it. 12 Q Okay. So the promise regarding the 13 compensation, you said it would be \$240,000.00 plus 14 \$70,000.00 per year. 15 A That's correct. 16 Q Did it happen? 17 A So the \$240,000.00 base I received. When 18 I was rejected the, the -- so when the lease in 19 Motorsport Games's corporate lease that they 20 guaranteed, when guarantor was rejected, and then a 21 lot of the, I guess the new information -- found 22 out, Dimitri asked if I was willing to accept, if I 23 could lower the amount that we'd agreed upon for the 24 bonus, which amounted to \$48,000.00. And then as an 25 incentive to accept the lower amount I, he split the</p> | <p style="text-align: right;">Page 121</p> <p>1 that would apply, and file a petition for the 2 visa, I'd receive that, and then be employed by 3 Motorsport Games, Inc. 4 BY MS. FEROT: 5 Q Right, after you received the visa. 6 A Well, that wasn't -- that wasn't 7 discussed. The -- and I go back to this as well, 8 the, the agreement that we had was that they would 9 provide the sponsorship to myself and my wife, and 10 they'd provide healthcare as part of that, and they 11 only provided this amendment to contract because 12 they said they couldn't, they were concerned that if 13 they provided a, an offer letter, that the company 14 could get in, I guess lack of better, could get in 15 trouble for it. 16 Q Yeah, we went over this before with 17 Exhibit 21, where Ms. Malavolta said at some point 18 that we'll need to terminate you under the 19 Australian company, and hire you through Motorsport 20 US. 21 A That is -- that was separate. That was -- 22 I'm talking about when I required proof of income, 23 and this offer letter, that they, again the general 24 counsel at the time said they were concerned that 25 they couldn't provide this offer letter because they</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 122</p> <p>1 didn't, they thought that, again, like I said 2 before, for lack of a better term, they couldn't 3 because they thought it might get the company in 4 trouble by doing that. 5 Q I think you're talking about another 6 exhibit number. I'll move on. So part of the 7 promise was for you to be getting this new position 8 as director of technology, correct? 9 A Yes. 10 Q Did they give you this role? 11 A There were two, two parts to that. The 12 first, there was a, the leadership at the time 13 within the development area/division of the company 14 had been I guess playing political games, and 15 Dimitri was part of that conversation, and there was 16 already this director of technology role up, and he, 17 they said they wanted to make me acting head of 18 technology, I'm sorry, acting director of technology 19 while they secured another person, or secured 20 another candidate for the role, and Dimitri said 21 from my understanding that why is he the, why are 22 you making the acting head of technology, and 23 mandated that I was the, made it as I was the 24 director of technology. 25 But there were two facets to that</p> | <p style="text-align: right;">Page 124</p> <p>1 particularly important to me, it's more that I care 2 about the, what the, you know, the responsibilities 3 are, and being re-numerated sufficiently for that. 4 Q Okay. Was there anything that Motorsport 5 did not guarantee that you had requested? 6 A That they did not guarantee? 7 Q Mm-hmm. 8 A I don't recall. 9 Q Okay. This -- you said part of the 10 promise is a sponsorship for you and your wife. 11 A Yes. 12 Q What was done for your wife? 13 A Why was that, or what was done? 14 Q What was done? 15 A Nothing. Nothing. They didn't -- again, 16 we -- we -- I -- the petition was never filed, 17 because, again, I can't file a petition. We -- I 18 had all of my documentation, and again, for what 19 I've discussed earlier, earlier, as far as the 20 immigration attorney -- they never filed the 21 petition. 22 Q Okay, so the petition would be filed by 23 the attorney, or by Motorsport, or by you? 24 A I'm not sure I understand. It's 25 Motorsport's responsibility for that.</p> |
| <p style="text-align: right;">Page 123</p> <p>1 role, the one which was the oversight of technical 2 decisions, and then the more expanded role, which 3 was oversight of all of the development for 4 Motorsport Games. 5 Q So were you or were you not director of 6 technology? 7 A I was -- I was director of technology, but 8 the role itself, there were, again, two facets to 9 that role, the one which was, again, the technical 10 decision, and then the second part of that was, when 11 I moved to Miami, which is global oversight over all 12 of the development. 13 Q Okay. 14 A I should also add that the, the political 15 games that were being made with between Steven Hood 16 and Jack Griffin at the time, Jack was demoted soon 17 after, and Steven Hood was fired as soon as I got to 18 Miami, and I effectively oversaw and took over his 19 responsibilities as the director of technology. 20 Q Okay, so you had more responsibilities. 21 A That's correct. 22 Q And that was substantially consistent with 23 what you had envisioned at the time of the promise. 24 A Yes, because I -- because I said to 25 Dimitri at the time, I said titles are not</p> | <p style="text-align: right;">Page 125</p> <p>1 Q But typically the immigration attorney 2 would file it on behalf of the petitioner. 3 A Yeah, potentially. Hey, I'm -- I'm not a 4 lawyer. I'm not familiar with -- 5 Q Okay. 6 A -- the, who is actually doing the, whether 7 it's the company -- or whether it's the attorney. 8 Q So this application was prepared? Was it 9 prepared? 10 A No. 11 Q It was not prepared by Mr. Katsman? 12 A No. 13 Q Was it prepared by the attorneys at 14 Cassima Markel? 15 A We never got a chance, because at that 16 point, again, Dara had not delivered on the, what 17 she was required to deliver, and the, with Cammisa 18 Markel we got to a point where Dimitri and Dara 19 started making what I would consider fraudulent 20 misrepresentations of what had occurred. And so -- 21 and then Dimitri at the time had also said, well, or 22 what is the effect of if you, you can stay in 23 Australia. And this is only after -- and I felt 24 that was quite retaliatory, because it was only 25 after I disclosed certain information which was</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 126</p> <p>1 required to be reported to the SEC, which, and also 2 financial rejections, and so on, which he didn't, 3 didn't particularly like. 4 Q So when was that? 5 A I believe it was either late October or 6 early November. 7 Q Of which year? 8 A And then -- of 2022, if I recall. And 9 then the -- in, I think it was December of that, 10 that year as well, as director of the Australian 11 entity there were significant expenses which I was 12 liable for personally as the director, and to which 13 I wrote a letter, because I hadn't been, these bills 14 hadn't been paid, the accountants had suspended 15 their services, a bunch of our suppliers hadn't been 16 paid, we were losing access to the software 17 licensing, and so on, and it was actually impacting 18 development significantly, and because 19 (unintelligible) expressed his concern and said it 20 needs to be paid, otherwise we'll have to start 21 laying off people, and not incurring future -- a 22 significant issue for the company, and that I had to 23 make sure the company wasn't breaking the law in 24 that jurisdiction. 25 And so together, I think if you take</p> | <p style="text-align: right;">Page 128</p> <p>1 A 2022. 2 Q October 2022. 3 A Yes. And so -- and again I want to make 4 it very clear that it wasn't a reimbursement as a 5 normal work related expense, it was a reimbursement 6 only because it was a way to cover my losses, and 7 pay those losses back at a way that minimized the 8 financial impact to the company. 9 Q And at the time you were already in Miami. 10 A That's correct, yeah, the conversation we 11 had was, one of them was, was outside within the 12 Motorsport Games outside office area, and then the 13 next day was in his office, and there was a, a file, 14 I think I called -- losses, it was an Excel file on 15 line that I shared with him, and when he ultimately 16 pretended that we never agreed to it or, that we can 17 see from the timestamps in that document that he in 18 fact did have access to it, and that he did modify 19 it as well. 20 Q So I'm trying to pin down the timeline. 21 So the promise regarding your, what you call your 22 losses -- 23 A Mm-hmm. 24 Q -- was mid-October '22 when you discussed 25 this spreadsheet with Dimitri Kozko.</p> |
| <p style="text-align: right;">Page 127</p> <p>1 those two, I guess actions that, him reneging on his 2 promise to reimburse me, and then plus saying, well, 3 you can stay there if you, if you want, back in 4 Australia, was retaliation for being honest, and 5 being truthful. 6 Q When you said to reimburse me, what do you 7 mean? 8 A So to cover those, those losses as I've 9 mentioned before, we decided the best way to, to 10 reduce the impact to the company, as it was already 11 in a poor financial position at that time, was to 12 cover those losses, and I suggested the most 13 sufficient way that minimized the amount of money 14 the company would have had to pay out was to provide 15 part of that via this, this reimbursement. 16 Q So Dimitri -- did Dimitri Kozko promise to 17 cover those losses? 18 A Yes, he did. 19 Q When was that? 20 A During that, so I guess two days, was the 21 first where I actually raised them, and he said let 22 me have a look at those -- 23 Q When was that? 24 A Middle of October, I believe. 25 Q 2022?</p> | <p style="text-align: right;">Page 129</p> <p>1 A That's correct. 2 Q Okay. And when is it that he re, what you 3 call reneged on his promise? 4 A It would have been January, I think it, I 5 recall it was late December, or early January '23. 6 Late December '22 or early January '23, which was 7 after, again, this disclosure that I'd made as part 8 of the SEC compliance, as part of being an a -- and 9 then also these other compliance issues that there's 10 a potential that the Australian (unintelligible) was 11 trading whilst insolvent, or was about to trade 12 whilst insolvent, and I was going to take reasonably 13 drastic measures to, to prevent that from happening 14 -- 15 Q Okay. 16 A -- because I would be breaking the law. 17 Q So from mid-October 2022 to January 2023 18 what did you do in reliance of this promise to cover 19 your losses? 20 A What do you mean by that? 21 Q Did you rely on this promise to change 22 anything in your situation? 23 A I don't recall. All I can tell you is 24 that I made, I had a wedding coming up that we had, 25 you know, long before signed, and because of, like</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 130</p> <p>1 signed an agreement, and, and deposits needed to be 2 paid, and because of the losses that I'd incurred I 3 was not in a position, or nearly not in a position 4 to be able to pay for those, and so that was, again, 5 it was a terrible time, I couldn't -- I was nearly 6 at the point of having to cancel my wedding because 7 of the position that I was put in by the company. 8 Q To cancel what, who's wedding? 9 A My wedding. 10 Q Okay, so remind me -- I know you said it 11 before, but I forgot the date. What -- what was the 12 date of your wedding? 13 A So because the, we were legally married 14 early on for the purposes of getting the visa. That 15 was the February 22, 2022, and that was with a small 16 number of people so as not to take so much away from 17 my wife and I. And then we decided to do as well a, 18 the wedding that we'd already began to plan, later 19 on in the year when we'd originally intended to do 20 it, in December -- my wife is going to kill. I'll 21 have to come back to you with the date. I don't 22 know the actual official date, I'll have to come 23 back to you with the actual date. 24 Q Okay. Somewhere, well, obviously after 25 February 2022.</p> | <p style="text-align: right;">Page 132</p> <p>1 wedding. 2 A Yes, that's correct. 3 Q Okay. 4 A The -- the one that we'd, we'd planned, 5 the normal one. 6 (Thereupon, Defendant Exhibit 35 is marked for 7 identification.) 8 BY MS. FEROT: 9 Q All right. All right, so -- we'll get 10 back to those losses. I will now hand -- sorry -- 11 I'll hand you what I'll mark as Exhibit Number 35. 12 So this is an e-mail from you, Mr. Griffin, to Mr. 13 Gustavo Roche -- 14 A Mm-hmm. 15 Q -- dated January 12, 2023, where you're 16 forwarding an e-mail that was also from you, but 17 sent to Mr. Kozko on January 4, 2023. 18 A Mm-hmm. 19 Q And here you -- well, can you tell me what 20 you're conveying to Mr. Kozko? 21 A Yes. This was, I believe, directly after 22 we began to, again, to misrepresent the, the 23 agreement, and this was to explain again more to, as 24 an appeal to him, I believe, that what the impact 25 was, and what we'd, you know, ultimately gone</p> |
| <p style="text-align: right;">Page 131</p> <p>1 A Yes. 2 Q Do you recall the year? 3 A It's definitely 2022. 4 Q 2022, sometime in -- 5 A I'll -- again -- can we expunge that from 6 the record? 7 Q Your counselor is going to send it to your 8 wife. She's going to -- 9 MR. AYALA: Hey, Francesca, what's up. 10 BY MS. FEROT: 11 Q All right, so to recap, you had the 12 smaller wedding in February 2022. 13 A Yes. 14 Q You had planned this bigger wedding 15 sometime in 2022 after February, and -- so you said 16 you were not able to afford it. 17 A Well, we were when we made the, the 18 decision, absolutely we were. And then, again, 19 because of all the losses that I've continued to 20 sustain at that point I wasn't able to, and that's 21 why, even though we had the conversation in mid- 22 October I think we can see from here that it's still 23 took a little while for those, for that money to 24 come through and, through that reimbursement. 25 Q Okay. So eventually you had the bigger</p> | <p style="text-align: right;">Page 133</p> <p>1 through to, to move to America, and various other 2 things. I'd have to take time to read it. It's 3 been a while since I've, I've seen it. 4 Q Okay. So on the second page on the one, 5 two, three, fourth paragraph, that starts by in 6 summary, you said, you state the move to Miami has 7 resulted in a material pretext loss of like 8 approximately \$1,000.00, \$96,000.00; is that right? 9 A Mm-hmm. 10 Q And before that you, you basically discuss 11 those financial and emotional, emotional costs, as 12 you call them. 13 A Yes. 14 Q So the second paragraph you said you had 15 to travel, and that was, that caused Francesca and 16 you to be apart for over nine weeks. 17 A Yes. 18 Q And that's when you say, when you first 19 asked me to travel to Miami in July 2021. 20 A That's correct. 21 Q So that was before your relocation, right? 22 A Yes. 23 Q Okay. So here are you complaining that 24 you had to travel? 25 A No, not complaining, merely highlighted</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 134</p> <p>1 what we had gone through in the belief of this 2 company. An important bit of context here is when I 3 was, immediately after, I think a week or, or two 4 weeks after I'd left the country the Australian 5 Border Force changed the, the regulations, and of 6 the quotas of planes that were allowed to fly back 7 in, and as a result I think there was only six 8 hundred or so passengers a week allowed into the 9 country at that time, and so all of the major 10 carriers, or nearly all of them stayed, withdrew 11 from Australia, so there were no flights back there. 12 So I was effectively stranded here searching for 13 flights to get back. That was why it took nine 14 weeks. 15 Q When was that? 16 A That was between July and September. 17 Q Okay. But it has nothing to do with your 18 relocation. 19 A I went -- during that time, that was when 20 I was, Dimitri asked me to, to come to America. 21 Q Right. But at the time you're not living 22 in Miami, you're traveling from Australia; is that 23 right? 24 A That's correct. At the time I was 25 residing in Australia, yes.</p> | <p style="text-align: right;">Page 136</p> <p>1 Q And you were aware of what your 2 compensation was, obviously. 3 A I was aware I was, at the time, yes, I was 4 aware. 5 Q Okay. So would you say you miscalculated 6 the cost of the living to Miami? 7 A No, I wouldn't. 8 Q No, you didn't. Is that your answer? 9 A Could you please clarify what you mean by 10 miscalculated? 11 Q So the costs to relocate were higher than 12 you originally thought; is that true? 13 A I don't recall at the time. I don't 14 believe so, we could see what the, the costs of the 15 apartment were. And again, that's the time we made 16 the decision, not at the time, I had no indication 17 of what the costs were when you're referring toward 18 this, this e-mail in July '21. 19 Q Okay. Okay. Did you keep your apartment 20 in Australia while you were in Miami? 21 A No. No, we ended up terminating the lease 22 there. We sold off all of our furniture. We gave 23 up our two pet cats, which we gave up, so they're 24 out there somewhere. And we also sold our cars. My 25 wife resigned from her job, again, because that's</p> |
| <p style="text-align: right;">Page 135</p> <p>1 Q All right. And then you discuss about, 2 you discuss your decision, your agreement to 3 relocate to Miami -- 4 A Yes. 5 Q -- in the paragraph following that. You 6 -- you state that the decision to agree to move to 7 Miami was based on the financial benefits it will 8 bring. 9 A Yes, that was part of the, part of it, 10 yes. 11 Q Okay. So what was the other part of it? 12 A It was the opportunity for the expanded 13 role. I believed there's more opportunity within 14 the company, and ultimately Dimitri, who'd, I 15 currently sort of call it campaigning for me to, to 16 join, and I believe there were other people in the 17 company that wanted that to happen as well, made a, 18 a very good case as to why I should relocate to, to 19 relocate. I certainly didn't go across to, to 20 America with, you know, any intention or desire to, 21 to move there. 22 Q Okay. And were you aware of the cost of 23 living in Miami? 24 A Not at the time, no. When I first 25 traveled, no, not at all.</p> | <p style="text-align: right;">Page 137</p> <p>1 what Dimitri and I had agreed. 2 Q Okay. And then a bit further down, the 3 second paragraph of the second page you start to 4 discuss taxes. Did Motorsport US ever agree to 5 cover the tax difference between the United States 6 and Australia? 7 A We agreed that they would sponsor me, and 8 that I would be employed by the, by Motorsport 9 Games, Inc., and as I did my research on what the, 10 what the cost of living was in Miami at the time, 11 and factored in what the, the taxes were after that, 12 and looked what we would, what we'd be earning 13 there. So again, I can only tell you what we agreed 14 upon. 15 Q Okay. But that did not include paying for 16 the tax difference, that only included relocating, 17 and then hiring you in the U.S. 18 A That was the sponsorship of, of my wife 19 and I, amongst other, other things. 20 Q Okay. All right, so then you, you speak 21 about -- and you, you discuss your wedding. How 22 much was your wedding, the cost? 23 A I don't recall. I would have to speak to 24 my wife for that. 25 Q Okay. And do you recall how much she paid</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 138</p> <p>1 for it?</p> <p>2 A That's the same.</p> <p>3 Q With respect to Francesca.</p> <p>4 A What do you mean?</p> <p>5 Q Did Francesca pay part of the wedding?</p> <p>6 A Her family and, yes.</p> <p>7 Q The family did.</p> <p>8 A Yes.</p> <p>9 Q Was it her parents?</p> <p>10 A Yes.</p> <p>11 Q How much did they pay?</p> <p>12 A I don't recall. I'd have to -- I'd have</p> <p>13 to confirm.</p> <p>14 Q Okay. Do they expect to be reimbursed?</p> <p>15 A It was -- I don't believe so. I believe</p> <p>16 it was their contribution to, to us as a couple.</p> <p>17 Q Okay. You said we had to enter into</p> <p>18 contracts for our December wedding based on my</p> <p>19 income. What -- what does that mean?</p> <p>20 A So obviously we wouldn't have entered</p> <p>21 contracts which we couldn't afford, and again in,</p> <p>22 whether we had stayed in Australia or whether we'd</p> <p>23 moved to the United States, and ultimately is</p> <p>24 Motorsport had got the, the visas that, that that</p> <p>25 promised, or sponsorship rather, that we wouldn't</p> | <p style="text-align: right;">Page 140</p> <p>1 A No, I don't recall.</p> <p>2 Q But you see NetSuite, so those are</p> <p>3 expenses are submitted through the NetSuite --</p> <p>4 A Yes.</p> <p>5 Q -- that is right. So you don't recall</p> <p>6 also what happened after this rejection of --</p> <p>7 A I'd have to see what the, what that was.</p> <p>8 I don't recall that specific transaction that it's</p> <p>9 referring to.</p> <p>10 Q Okay. And Mr. Kozko said please make the</p> <p>11 corrections that we discussed.</p> <p>12 A Yes, I -- again, I don't recall what the</p> <p>13 --</p> <p>14 Q You don't.</p> <p>15 A Well, all I can say, it was after I guess</p> <p>16 he took retaliatory action.</p> <p>17 Q Okay. All right, I'm going to -- so</p> <p>18 typically when expenses were rejected like this they</p> <p>19 would not be paid, right?</p> <p>20 A If they're rejected, depending on the</p> <p>21 reason, so it could be -- as he's saying here,</p> <p>22 again, I don't recall that, but he's saying please</p> <p>23 make the corrections, so, yeah, in that case it</p> <p>24 would require resubmission, or it would be an</p> <p>25 outright rejection.</p> |
| <p style="text-align: right;">Page 139</p> <p>1 have been able to, we would have been able to afford</p> <p>2 it.</p> <p>3 Q So you're saying that had you had your</p> <p>4 visa --</p> <p>5 A Mm-hmm.</p> <p>6 Q -- you could have afforded a bigger</p> <p>7 wedding.</p> <p>8 A No, not at all. No, the, the idea -- this</p> <p>9 was not at all based on being able to pay for a</p> <p>10 wedding or not. We had the financial means to pay</p> <p>11 for the wedding based on my previous income, it</p> <p>12 wasn't contingent on come to America at all. In</p> <p>13 fact the opposite, because we came here, and because</p> <p>14 I've suffered these losses because Motorsport Games</p> <p>15 didn't get the, didn't ultimately file the petition,</p> <p>16 that we're in this, this financial position where we</p> <p>17 nearly had to, to cancel the wedding.</p> <p>18 (Thereupon, Defendant Exhibit 36 is marked for</p> <p>19 identification.)</p> <p>20 BY MS. FEROT:</p> <p>21 Q Okay. I'm going to hand you what I'm mark</p> <p>22 as Exhibit 36. This is an expense report rejected</p> <p>23 sent from Mr. Kozko to you, Mr. Griffin, on January</p> <p>24 18, 2023. Do you remember what, why are those</p> <p>25 expenses submitted?</p> | <p style="text-align: right;">Page 141</p> <p>1 Q Okay. So was it Motorsport Games US</p> <p>2 policy to have the expenses approved before they</p> <p>3 were paid?</p> <p>4 MR. AYALA: Form.</p> <p>5 THE WITNESS: So the -- I guess if the --</p> <p>6 there was the written policy, and then there</p> <p>7 was what actually too place, which was Dimitri</p> <p>8 would say can you do this, can you go here, and</p> <p>9 book this, and that would verbal, and we would</p> <p>10 submit them, and he would approve them after</p> <p>11 the fact. Or in the case of certain travel it</p> <p>12 would be done through the, the company. And</p> <p>13 that wasn't just for reimbursements, that was</p> <p>14 for normal expenses as well.</p> <p>15 Q Okay. So this policy is consistent with</p> <p>16 the policy in your employment contract that -- here,</p> <p>17 right?</p> <p>18 A I -- I'm not sure.</p> <p>19 Q In what sense?</p> <p>20 A What's -- what's the, this policy you're</p> <p>21 referring to in the employment --</p> <p>22 Q To approve expenses before paying them.</p> <p>23 A Well, again I think that there was the,</p> <p>24 the written policy, and there was the actual, what</p> <p>25 actually took place, which was Dimitri would often</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 142</p> <p>1 require us to travel to a location, we would book 2 the flights. There were certainly I think in some 3 cases, or in many cases, where it was just verbal, 4 and we would submit the expenses after. 5 Q Okay. So in that -- in those cases you 6 would have the verbal approval of the expenses, and 7 then that would be -- 8 A Sometimes I would say I've got these 9 expenses, and just to, to write him a, a warning, 10 and submit them, and he said, and he would say 11 submit them and I'll approve them. 12 (Thereupon, Defendant Exhibit 37 is marked for 13 identification.) 14 BY MS. FEROT: 15 Q Okay. I'm going to hand you what we'll 16 mark as Exhibit 37. So here you have an e-mail from 17 Mr. Kozko to you from February 15, 2023. Do you 18 remember this e-mail? Do you recognize this 19 document? 20 A Yes, I do. 21 Q So if you go back to the last e-mail -- if 22 you go to the last e-mail in the chain -- 23 A Yes. 24 Q -- you see that shortly after the e-mail 25 we just discussed where you were stating, discussing</p> | <p style="text-align: right;">Page 144</p> <p>1 A I don't know. I can't speak to Dimitri's 2 exact motives here. 3 Q I'm -- I'm not asking about his motives, 4 I'm just saying, I'm just asking you, he's offering 5 incentives in this e-mail, but not payment of 6 expenses. 7 A There's nothing in here -- I'm just 8 reading down this again. All I can say is that this 9 was in response to me reiterating in how I guess 10 upset I was at the, what we'd been through, and that 11 he'd reneged on this, this agreement that we'd had, 12 and then I received this e-mail. That's all I can 13 say to it. 14 Q Okay. And in response you do not accept 15 his proposal. 16 A No, in response I again was willing to 17 work with him on this, and I wanted to make sure 18 that though these incentives, which were ultimately 19 a way to, to recoup the losses that I'd sustained, 20 and, and from looking at this it incentivized me 21 with another mat to be discussed beyond, beyond 22 that, I wanted to make sure they were actually 23 achievable, because as I think I had already 24 mentioned the -- based with these timelines, with 25 the financial position of the company I couldn't</p> |
| <p style="text-align: right;">Page 143</p> <p>1 your losses -- 2 A Mm-hmm. 3 Q -- you have, Mr. Kozko was proposing bonus 4 incentives? 5 A Yes. 6 Q Do you see that? So in response to, to 7 this e-mail, he offers you to raise your 8 compensation. Is that a fair description? 9 A I don't believe it refers to like base 10 salary, or anything like that. That proposed, call 11 it additional incentives, or bonuses for performing 12 certain things. And this was sent in following a 13 conversation I had with myself and Dimitri, which 14 was I guess reasonably heated, where he again began 15 to misrepresent the, the truth. And this was also 16 directly -- that conversation where he, he stated 17 that the attorney, he'd known the attorney for a 18 very long time, since his childhood, or, or to some 19 effect, and, and I think I mentioned certain things 20 about the, again, about all the losses that I 21 sustained, and that I wasn't happy, and then this 22 was sent directly, or within a few days of that 23 conversation. 24 Q Okay. But he's not offering to cover 25 expenses, right?</p> | <p style="text-align: right;">Page 145</p> <p>1 agree to something where if they didn't pay for 2 services, which was the case around here, that some 3 of our suppliers suspended their services, and so I 4 wanted to make sure that this was actually 5 achievable, and they couldn't use this as a, you 6 know, pull the, pull the rug out, so to speak. 7 Q Okay. So in your own words you said 8 provided an alternative to your proposed incentive, 9 right? 10 A That's -- 11 Q On Page 1. 12 A Yes. 13 Q Okay. 14 A And this, again, was to, to purely make it 15 so that, again it was the company benefited from it, 16 because it would save the, the product, and so they 17 were, again, based on, you know, certain 18 performance. But the, it wasn't, which wouldn't be 19 impacted by the company's financial position or, or 20 them deciding to change the release date, for 21 example, which I had no control over. 22 Q Okay. Is it fair to say that you do not 23 agree with each other? 24 A In what context? 25 Q You did not agree to his proposal of, for</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 146</p> <p>1 incentives.</p> <p>2 A I don't -- I don't recall what happened</p> <p>3 directly after this chain. All I can say is that</p> <p>4 we're working to, to come to some mutual</p> <p>5 understanding, and, and negotiate what this was.</p> <p>6 (Thereupon, Defendant Exhibit 38 is marked for</p> <p>7 identification.)</p> <p>8 Q Okay. I'm going to hand you what we will</p> <p>9 mark as Exhibit 38. This is an e-mail from you, Mr.</p> <p>10 Griffin, to Mr. Kozko, and you say I still haven't</p> <p>11 received any contract addendum from Dara yet.</p> <p>12 A Yes.</p> <p>13 Q So were you waiting for a proposed</p> <p>14 contract?</p> <p>15 A I can only suggest that I was, from, from</p> <p>16 my writing. I don't recall this exact conversation.</p> <p>17 Q And then you said, I would be happier if</p> <p>18 instead we made it payable on my second anniversary,</p> <p>19 March 21st, as per my original contract.</p> <p>20 A Yes.</p> <p>21 Q So here you're negotiating some terms.</p> <p>22 A Yes, I'm saying which date it should be.</p> <p>23 (Thereupon, Defendant Exhibit 39 is marked for</p> <p>24 identification.)</p> <p>25 BY MS. FEROT:</p> | <p style="text-align: right;">Page 148</p> <p>1 writing or not.</p> <p>2 Q I -- I believe it's a reply to your</p> <p>3 message.</p> <p>4 A It's unclear as to whether -- is it a</p> <p>5 quote, some part is a quote potentially from what I</p> <p>6 said?</p> <p>7 Q Okay. But the first part is something you</p> <p>8 would have said, right?</p> <p>9 A Well, I'd need to see the full -- to</p> <p>10 confirm that.</p> <p>11 Q Okay. Well, based on your recollection</p> <p>12 then, not based on the exhibit, it looks like</p> <p>13 Motorsport wanted to give you some incentives, and</p> <p>14 you, instead you wanted the reimbursement of what</p> <p>15 you call your financial losses, or expenses. Is</p> <p>16 that what happened there?</p> <p>17 A Perhaps we're at, at an impasse with the</p> <p>18 timing as to these financial metrics. I think it's</p> <p>19 possible we just didn't agree on them. I think</p> <p>20 Dimitri was -- again, I wanted to make sure that</p> <p>21 this was an achievable bonus for me. It wasn't to,</p> <p>22 you know, extract money out of the company in</p> <p>23 whatever way I could, it was purely to, again, be</p> <p>24 compensated for the losses that I, I had, and I</p> <p>25 wanted to make sure that that was possible, rather</p> |
| <p style="text-align: right;">Page 147</p> <p>1 Q Okay. I'll hand you what we'll mark as</p> <p>2 Exhibit Number 39. It's an e-mail between you, Mr.,</p> <p>3 no, between, from Mr. Kozko to you, Mr. Griffin,</p> <p>4 dated February 22, 2023. It might be a Teams</p> <p>5 message.</p> <p>6 A Mm-hmm.</p> <p>7 Q So I'll let you read it. I'll -- I'll</p> <p>8 read it, but it's not very clear who is speaking,</p> <p>9 since like there was some cut and paste on some,</p> <p>10 some conversation. It says, Zach Griffin, in any</p> <p>11 case it has nothing to do with the above, and I'm</p> <p>12 becoming frustrated with the delays and games being</p> <p>13 played around being compensated, however, however</p> <p>14 you want to frame it, it's not a bonus but</p> <p>15 compensation for the financial losses I've suffered</p> <p>16 by receiving incorrect advice from the lawyer you, I</p> <p>17 supposed it was provided. Is that you speaking to</p> <p>18 him?</p> <p>19 A Well, I thought certainly about, that I</p> <p>20 was frustrated with the delays. But with the, I'm</p> <p>21 unclear as to the, the ellipses at the end where,</p> <p>22 well, we can only assume provided is cut off,</p> <p>23 because Teams typically isn't like that, so, like</p> <p>24 every other conversation has, has not had that, and</p> <p>25 this has, so I'm unclear as to whether this is my</p> | <p style="text-align: right;">Page 149</p> <p>1 than the company changing release dates or canceling</p> <p>2 things, which I had no control over myself. So I</p> <p>3 thought that was more than fair.</p> <p>4 (Thereupon, Defendant Exhibit 40 is marked for</p> <p>5 identification.)</p> <p>6 BY MS. FEROT:</p> <p>7 Q Okay. So I'm going to hand you what we</p> <p>8 will mark as Exhibit 40, and here that's an e-mail</p> <p>9 from Ms. Dara Acker, also known as --</p> <p>10 A Dara Malavolta.</p> <p>11 Q Correct. To you, Mr. Griffin, with copy</p> <p>12 to Mr. Hood. And she states, hi, Zach, I wanted to</p> <p>13 circle back with you on this to confirm that I am</p> <p>14 aware you and Steven have spoken, and continue to</p> <p>15 speak on this subject, I will await further feedback</p> <p>16 from Steven on your ongoing discussions. And this</p> <p>17 is in response to communications you've had. Do you</p> <p>18 agree that you were negotiating with Motorsport</p> <p>19 here?</p> <p>20 A I'd agree that I'm trying to seek</p> <p>21 compensation in a way that, compensation for those</p> <p>22 losses in a way that is achievable. Again making</p> <p>23 sure that Motorsport Games could not cancel a</p> <p>24 product, or delay a launch, or not pay for a launch,</p> <p>25 and, and I'd have no way of, of getting reimbursed.</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 150</p> <p>1 (Thereupon, Defendant Exhibit 41 is marked for 2 identification.) 3 BY MS. FEROT: 4 Q Okay. I'm going to hand you what we'll, 5 what we will mark as Exhibit 41. This is an e-mail 6 from Mr. Potter to you, Mr. Griffin, and Ms. Acker 7 -- 8 A Mm-hmm. 9 Q -- titled Advance by Griffin. Do you 10 recognize this document? 11 A Yes, I do. 12 Q So here they say, confirming that we have 13 advanced in Australian dollars \$11,900.00 of your 14 \$24,000.00 bonuses, bonus, sorry, today, that would 15 otherwise normally be payable on June 30, 2023. So 16 did they advance your bonus on May 22, 2023? 17 A Yes, they did. 18 Q Okay. I'm going to hand you a copy of -- 19 A That was -- that was in a response to 20 requests that I made, as well in trying to -- 21 (Thereupon, Defendant Exhibit 42 is marked for 22 identification.) 23 BY MS. FEROT: 24 Q We'll mark this as Exhibit 41. 42, sorry. 25 This is an e-mail from you, Mr. Griffin, to Mr.</p> | <p style="text-align: right;">Page 152</p> <p>1 filing jointly, and based on our income as well. 2 Q Did you consult with a U.S. tax attorney? 3 A No. 4 Q Okay. Then you discussed medical 5 benefits. 6 A Yes, and I wanted to add as well, that was 7 one of the, I guess benefits that Dimitri had 8 flagged with me, as well as being in Florida, was 9 the, the low income tax, so it was something that 10 again was factored into my choice of coming here. 11 Q You traveled back and forth in Australia, 12 right, when you were in Miami? 13 A Back and forth in Australia? 14 Q To Australia, yeah. 15 A I traveled to Australia. While I was here 16 I traveled all around the world actually. 17 Q So per your visa waiver you had to go back 18 to Australia every ninety days; is that right? 19 A Within every ninety days, yes. 20 Q Okay. And how long would you stay in 21 Australia then? 22 A Sometimes it would be a, a week, I think, 23 or so it was, the last time I traveled for 24 Motorsport Games. Other times I was in, there for I 25 believe a month or so --</p> |
| <p style="text-align: right;">Page 151</p> <p>1 Potter, copy also Mr. Potter and Mr. Acker, and it's 2 captioned Failed Transfer Claim with a date of June 3 21, 2023. Do you -- are you familiar with this 4 document? 5 A Yes. 6 Q Here you're forwarding to Jason Potter an 7 attachment named Failed Transfer that appears to be 8 also a letter to Mr. Potter dated June 21, 2023. 9 A Yes. 10 Q And in that letter on page -- well, first 11 on page -- on -- on the first page of that letter 12 you say consequently my, my wife and I sustain, and 13 have continued to sustain significant emotional 14 distress and financial losses. And then you list 15 those losses. Okay, first you discuss higher income 16 tax. 17 A Yes. 18 Q How did you calculate the tax rate? 19 A In Australia, Australia -- but I also had 20 access to my paystubs as well from that year, how 21 much tax had been taken out. I think that was the, 22 the highest bracket. Obviously it's a cascading 23 system as well. And then for Florida there are 24 various tax calculators out there, ADP through 25 personal gains uses, have their own, again like</p> | <p style="text-align: right;">Page 153</p> <p>1 Q A month, you said? 2 A A month or so. And then during the period 3 of, I think from November 2022, I was in Australia 4 until April, I think of 2023, because I didn't want 5 to risk my visa at all with immigration, or if there 6 were questions, or anything like that, and they're 7 incorrectly getting denied entry, or things like 8 that. Because of the frequency of the travel it 9 would be a natural question, and -- jeopardize that. 10 And, yes, so I'd say about, in that case what it 11 was, from November until April. 12 Q Okay. So you could get medical care in 13 Australia when you returned, could you get it? 14 A Yes, we could get -- that's -- Australia's 15 got subsidized healthcare, which is pretty nice, by 16 the government. And then I had to have a, a surgery 17 there as well after, I think during that time. 18 Q Okay. Then you discussed loss of income. 19 My wife was unable to accept a job offer from her 20 previous employer to work in the United States. 21 What -- what was the position she resigned from 22 initially? 23 A So I -- just could I have said one more 24 thing before -- 25 Q Your wife had to resign from her job?</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 154</p> <p>1 A Just cause I -- the -- the surgery that I 2 had during that time, which was about December of, 3 of that year I believe, meant that I couldn't fly 4 also. 5 Q Okay. 6 A But to your next question, my wife's job, 7 I'm not sure of the exact title, it was something to 8 the effect of, was in like an account manager agency 9 role. 10 Q So accounting? 11 A No, account management. 12 Q Account management. 13 A Yes. 14 Q Okay. And she couldn't work remotely? 15 A No. 16 Q Okay. Did Motorsport US ever agree to 17 cover her loss of income? 18 A Motorsport -- again, Motorsport Games 19 agreed to sponsor the visa. 20 Q Okay. 21 A And then based on the sponsorship of that 22 visa had actually filed for the petition, she would 23 have been able to work and receive the job offer, or 24 accept the job offer that she received. 25 Q And then you have dual utility expenses.</p> | <p style="text-align: right;">Page 156</p> <p>1 A It certainly -- and just to make it clear, 2 it wasn't a normal business expense. 3 Q Okay. I'm going to move to Page 19 of the 4 chart that you have here. 5 MR. AYALA: Nineteen? 6 BY MS. FEROT: 7 Q Nineteen, sorry, it's Bates Number 1529. 8 Do you see the bottom of the table? 9 A Yes. 10 Q So it says notes from Team -- with Mr. 11 Kozko and myself on January 11, 2023. Do you see 12 that? 13 A Yes. 14 Q So what are those notes? 15 A These are the -- these are the notes. 16 Q So at that time, January 11, 2023, you had 17 a call with Mr. Kozko. 18 A Yes, that's correct. 19 Q And when you -- and you too notes. 20 A Yes. 21 Q How did you take notes? 22 A In a -- on a PC, in just a normal 23 document. 24 Q Okay. So was it a Word document? 25 A It's Google Doc.</p> |
| <p style="text-align: right;">Page 155</p> <p>1 I thought you no longer had an apartment in 2 Australia. 3 A No, I did not have an apartment, but we 4 still had to pay for, for phone costs. Utility and 5 internet might've have been a typer, well, not 6 typer, but might be incorrect at that time. I think 7 internet, internet costs, we're getting away to 8 internet access charges while we're overseas as 9 well. 10 Q Say that again, please. 11 A Have way to internet access charges for 12 the, I think a day pass in, with the Australian 13 provider which provides internet access. That's 14 probably what I was referring to then. 15 Q Okay. Then accommodation expenses, but 16 you stated before that Motorsport US covered your 17 rent, or some of your rent. 18 A No, what I said before is that Motorsport 19 Games covered some of those losses by, and again, so 20 as to avoid the, the extra costs, because otherwise 21 it would have had to pay an amount including tax on 22 top of that, that I suggested that they should, they 23 can cover some of those losses by the reimbursing me 24 for the rent. 25 Q Okay.</p> | <p style="text-align: right;">Page 157</p> <p>1 Q Google Doc? 2 A Yeah, which was what I used for, for this. 3 Q Okay. And do you still have this 4 document? 5 A I have a copy, I believe. This is the, 6 the document. It's possible I've copied and pasted 7 this between two Google documents. I would have to 8 confirm. 9 Q So for every note you would take, because 10 this document refers to a lot of notes -- 11 A Mm-hmm. 12 Q -- that would be one Google document? 13 A I believe so. 14 Q Okay. Would you be willing to give those 15 to your counsel? 16 A It was part of -- these were the, the 17 notes that I was referring to, so it's really an 18 evolution of this whole thing to (unintelligible) 19 that, that version or not. 20 Q Can you check? 21 A I don't have access to it now. 22 Q So you don't have access to your Google 23 documents anymore? So who has access? 24 A Access to my Google docs, or my -- I need 25 to confirm whether this is, was a online platform,</p> |

40 (Pages 154 - 157)

| | |
|---|--|
| <p style="text-align: right;">Page 158</p> <p>1 and it was either Google Doc or the Motorsport 2 Games, but I think it was the Google Doc. I'll need 3 to confirm. 4 Q Okay. So if it was Google Documents that 5 would be in your possession, not in Motorsport's 6 possession; is that right? 7 A Yes. Again, it's been a while since I've, 8 I've looked at these, but it would either be in 9 Motorsport Games' like SharePoint, like Word. I 10 think it was a, an online document, or is my Google 11 Sheets, or there was a copy -- I don't have access 12 to my computer anymore. Motorsport Games has my 13 personal PC, as they have had for a significant 14 period of time, since I left in August, so I need to 15 confirm. 16 Q Okay. And here on January 11, 2023 you 17 too notes of what Mr. Kozko said, right? 18 A Yes. 19 Q So he says you're asking for stuff we 20 never agreed on, you never, we never agree, you, we 21 never agreed it would be the company's liability to 22 cover these items, why would you do this, so again I 23 don't agree with your calculations, I think it's 24 unfair to keep referencing your sustaining that 25 loss, that is not the loss that I believe the</p> | <p style="text-align: right;">Page 160</p> <p>1 all, or that was purely a tactic from Dimitri to, to 2 try and justify his reneging. And this was also, 3 again, after I raised the, the two compliance issues 4 wit him, so this was, again, retaliatory, as to why 5 he said he was not doing it. He already -- he 6 already covered some of those losses by this rental 7 reimbursement we've already discussed. 8 Q Okay. So by January 11th you know he 9 doesn't want to reimburse this, the stuff you're 10 asking, right? 11 A Well, he didn't want to, he was still 12 discussing, discussing that, and trying to work to a 13 solution. Again, I'm not an unreasonable person. I 14 wanted to ultimately continue working for the 15 company, even though it was in terrible financial 16 position at that time, and there was questions as to 17 whether it would remain solvent as well, and I was 18 still I think at the time personally liable for a 19 significant number of costs, which carries 20 significant penalties from the Australian government 21 back home. But as soon as I raised up he changed 22 his tune, and again, what I can only assume was 23 retaliatory, he said that we didn't have an 24 agreement, but he clearly made payments to try and 25 cover that already.</p> |
| <p style="text-align: right;">Page 159</p> <p>1 company cost, there, so there is the big 2 disagreement we have here, you're more than welcome 3 to stay there if you want, because there's no way 4 the company is going to have half a million dollar 5 cost on you, it makes no sense, you would be the 6 highest paid, paid -- office or the company, you'd 7 be in every disclosure if that was the case, so 8 before we even agreed I would have to jump through a 9 whole bunch of legal hoops and double checks. 10 A Yes. 11 Q You know that Motorsport Games is a 12 publicly traded company? 13 A Is a publicly traded company? 14 Q Mm-hmm. 15 A Yes. 16 Q So you know that they have some 17 disclosures to make -- 18 A Yes. 19 Q -- regarding compensation. 20 A I'm not aware of the, the thresholds, or 21 anything like that. Dimitri said this. Again, I 22 think -- I work for a, another publicly traded 23 company now, and that's certainly not the case, 24 there are many people getting paid higher than that, 25 so I don't know if that's necessarily correct at</p> | <p style="text-align: right;">Page 161</p> <p>1 Q Okay. But at the time you know he's not 2 making that promise that you said he made back in, 3 in November 20, in October 2022, right? 4 A Well, all I know is at the time that he's 5 lying in his statements. 6 Q Okay. 7 A That's -- that's what I know. 8 Q But his position is pretty clear. 9 A Towards the end of the call I believe he 10 said, or thereabouts, that he really appreciated the 11 call, and that we could clear the air, or something 12 like that, and he'd always respect my decisions, and 13 so on. But so, again, I was still working with the 14 assumption that we could find a resolution to it, 15 and even though he'd began his retaliation, what I 16 assume is retaliation for this, I was still willing 17 to work out (unintelligible) to be, to be covered, 18 and my losses covered. 19 Q Did you record that conversation? 20 A I took notes on that conversation. 21 Q But did you record it? 22 A No, I took notes on the conversation. 23 Q Okay. They are very detailed notes. 24 A Yeah, because I can type at the same time 25 I'm talking.</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 162</p> <p>1 Q Okay. So you would say your notes are 2 pretty accurate? 3 A Quite accurate. 4 Q Okay. All right. So earlier you said 5 that he promised to cover some losses made October 6 22nd. Can you point me to where it would be 7 reflected in this document? 8 A Sorry, could you restate that please? 9 Q You said that the promise to cover your 10 losses -- 11 A Mm-hmm. 12 Q -- was made by Dimitri Kozko, mid-October 13 '22. So which conversation was it, when was it 14 reflected in this document? 15 A It was the line number -- so there were 16 two components. It was Item 69, which is the 17 original conversation where I first raised the issue 18 of my losses with him, and then on this, on Line 19 Item 70 -- 20 Q Mm-hmm. 21 A -- with where I shared, shared that with 22 him. And then I think it says, 72, which is where 23 we reviewed the spreadsheet together. And then 24 there's a timestamp as well from 73, where it saved 25 the modifications that he'd made after that meeting.</p> | <p style="text-align: right;">Page 164</p> <p>1 that was, one, as I suggested to minimize the 2 financial burden on the company, was to do it via 3 the lease expenses, because they wouldn't have to 4 pay tax on top of it, so that was my suggestion, 5 otherwise it would have been a bigger burden on the 6 company. And the second part of that was to 7 reimburse it through a bonus, or to cover those 8 losses via a, a bonus for, for NASCAR Heat 5. And 9 that's what he, we'd agreed. 10 Q And then it said, the note said agreed to 11 cover the cost of Cammisa Markel. 12 A Yes. 13 Q And Motorsport Games did pay for Cammisa 14 Markel's services. 15 A They paid for them in mid-January, I 16 believe, and, and then directly after that is when 17 Dimitri told me that I can stay in Australia if I, 18 if I need to. 19 Q When was that again, sir, that he said you 20 can stay in Australia? 21 A I believe it was mid -- I believe it was 22 in mid -- yeah, it says you're more than welcome to 23 stay there if you want, because there's no way the 24 company's going to have a half million dollar cost 25 on you.</p> |
| <p style="text-align: right;">Page 163</p> <p>1 Q So when you say we agreed to the 2 compensation, which compensation is it referring to? 3 A The losses, the losses of these amounts. 4 So again, we -- there's a budget spreadsheet, called 5 budget or, or losses, and he's referring to those as 6 compensation for my, the losses that already 7 incurred. 8 Q But here you, you state -- you state to 9 submit lease as expenses, and you clarify on the 10 right side, submit is referred to lease expenses. 11 A Yes. 12 Q Okay. So you agree to the lease expenses, 13 and then to possibly a bonus for Nascar. But it 14 says submit them, it doesn't say agreed. 15 A No, we -- we had agreed, and then, and 16 then as I'd suggested that so as not to impact the 17 company, and minimize the, the costs, the costs to 18 the company, and not have to add tax on top of that, 19 that they could do that via reimbursing of those, 20 the lease payments that I'd made. 21 Q Okay. So the agreement is reimbursing 22 through the lease, and to cover the Cammisa Markel 23 -- 24 A He agreed -- I'll make it very clear. He 25 agreed to cover the losses, and the mechanism for</p> | <p style="text-align: right;">Page 165</p> <p>1 Q Where -- where are you -- 2 A This is Items 94, I believe, on Page 20, 3 the first paragraph at the top. This is where he 4 said you'd be the highest paid disclosed officer of 5 the company -- 6 Q Okay. 7 A -- I also don't believe that, because I 8 think Dimitri was earning -- 9 Q So January 11th -- 10 A -- more. 11 Q -- 2023, he's basically telling you you no 12 longer have to be in Miami. 13 A He's saying you're more than welcome to 14 stay there if you want. 15 Q Okay. So you're free to go back. 16 A Well, I wasn't free to go back. 17 Q Why not? 18 A Because I had this, these lease expenses, 19 we had committed, we had furniture we had, we were 20 establishing a, a life, that we'd hoped this would 21 all be resolved quickly. 22 Q Okay. Do you remember when Mr. Kozko was 23 terminated? 24 A Yes, it was with a day or two of, I think 25 my arrival back into the United States, I believe.</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 166</p> <p>1 Q Your arrival --</p> <p>2 A That's when I was back in the US, I think</p> <p>3 from April or so.</p> <p>4 Q Okay.</p> <p>5 A 2023.</p> <p>6 Q '23. 2023, sorry.</p> <p>7 (Thereupon, Defendant Exhibit 43 is marked for</p> <p>8 identification.)</p> <p>9 BY MS. FEROT:</p> <p>10 Q I'm going to hand you what we will mark as</p> <p>11 Exhibit Number 43. This is an e-mail from Mr.</p> <p>12 Potter to you, Mr. Griffin, dated August 1, 2023.</p> <p>13 Here Mr. Potter says, hi Zach, thanks for the</p> <p>14 below, Steven and I are still discussing the</p> <p>15 relocation package, particularly the furniture</p> <p>16 component, as of today I can confirm the following.</p> <p>17 And then there are three categories approved,</p> <p>18 one-way economy flights for you and your wife, one</p> <p>19 month's temporary accommodation in Melbourne. Not</p> <p>20 approved, end of the lease, and open furniture</p> <p>21 shipping costs. Do you remember that?</p> <p>22 A I do, yes.</p> <p>23 Q Okay. So Motorsport -- so what did</p> <p>24 Motorsport US approve?</p> <p>25 A It says in principle one-way flights for</p> | <p style="text-align: right;">Page 168</p> <p>1 IndyCar game that I was overseeing, so on the record</p> <p>2 he's, he's clearly lied, and to manipulate the</p> <p>3 situation in his favor, or in their favor rather.</p> <p>4 Q So this e-mail is from August 1, 2023,</p> <p>5 right?</p> <p>6 A August 1st, yes.</p> <p>7 Q And your lease ends on August 19, 2023; is</p> <p>8 that correct?</p> <p>9 A That's likely.</p> <p>10 Q Okay. So what you're discussing is really</p> <p>11 nineteen days of lease, of rent.</p> <p>12 A Is, I'm sorry?</p> <p>13 Q So you only have nineteen days left on</p> <p>14 your lease.</p> <p>15 A I believe so. Well, yes, I had -- I had</p> <p>16 that -- was it -- yes, I believe it was, it was only</p> <p>17 nineteen days. But that was at, not -- that was</p> <p>18 from the 1st of August. My request was July 25th in</p> <p>19 the e-mail, not the, that was their response, so it</p> <p>20 took them nearly a, a week, or a week to, to get</p> <p>21 back to me.</p> <p>22 Q So how is the cost -- in your e-mail from</p> <p>23 July 25th you state that the cost for the lease is</p> <p>24 almost \$8,000.00. How -- how so?</p> <p>25 A I think that was end of lease. I think</p> |
| <p style="text-align: right;">Page 167</p> <p>1 myself and my wife to, to return.</p> <p>2 Q Mm-hmm.</p> <p>3 A And one month temporary accommodation in</p> <p>4 Melbourne.</p> <p>5 Q Did they pay for that?</p> <p>6 A No.</p> <p>7 Q They didn't pay for your flights?</p> <p>8 A I'm sorry? No, they didn't pay for</p> <p>9 accommodation. They paid for the, the flights.</p> <p>10 Q They paid for the flight, for both flights</p> <p>11 for you and your wife.</p> <p>12 A That's correct I believe, yes.</p> <p>13 Q Okay. And they didn't approve the end of</p> <p>14 the lease.</p> <p>15 A Yes. So they were very clear, and this</p> <p>16 was after discussion with Steven Hood and Jason</p> <p>17 Potter when I was making attempts to, to go back</p> <p>18 home, to minimize the, the further, anything</p> <p>19 further, and they said that the company did not need</p> <p>20 me to return to Australia, but what's very</p> <p>21 interesting, it speaks to, I guess the lack of</p> <p>22 credibility and lack of honesty of Motorsport Games,</p> <p>23 in that your response to our complaint Steven, it</p> <p>24 was I think Steven who had said that I was required</p> <p>25 to return to Australia to address issues with the</p> | <p style="text-align: right;">Page 169</p> <p>1 there were cleaning costs that we were liable for.</p> <p>2 I don't recall whether that was partial, whether</p> <p>3 that was a single month or a component of the</p> <p>4 remainder either. I'd have to, to go back and look</p> <p>5 at what the, the exact costs were there, but it</p> <p>6 certainly wasn't just a single month's rent, because</p> <p>7 that was, that's clearly more.</p> <p>8 Q That's a lot of cleaning, \$3,000.00.</p> <p>9 A I don't think it's just cleaning. Like I</p> <p>10 said before I don't know whether it's, whether it's</p> <p>11 cleaning, whether it's disconnection of, termination</p> <p>12 fees of utilities. I'd have to have a look again.</p> <p>13 (Thereupon, Defendant Exhibit 44 is marked for</p> <p>14 identification.)</p> <p>15 BY MS. FEROT:</p> <p>16 Q Okay. All right, I'm going to hand you</p> <p>17 what we're going to mark as Exhibit 44.</p> <p>18 MR. AYALA: Is this --</p> <p>19 VIDEOGRAPHER: Can we go off the record</p> <p>20 for one minute?</p> <p>21 MS. FEROT: Of course.</p> <p>22 VIDEOGRAPHER: The time is 3:28 p.m. We</p> <p>23 are off the record.</p> <p>24 (Thereupon, the deposition is off the record, and</p> <p>25 the proceeding continues as follows:)</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 170</p> <p>1 VIDEOGRAPHER: The is 3:31 p.m. We are on 2 the record. 3 BY MS. FEROT: 4 Q Thank you. So we're looking at Exhibit 5 Number 44, which is an e-mail from Mr. Potter to 6 you, Mr. Griffin, on August 11, 2023. Here you -- 7 here Mr. Potter says, hi Zach, yes, it is approved, 8 referring to the e-mail you sent to him asking for 9 approval to spend \$492.00 for three night 10 accommodations in a building to move at. Do you see 11 that? 12 A Yes. This was after -- there was a change 13 in policy, where every, I think every expense 14 required approval from Jason or Steven, or Jason, 15 rather than the discretionary amounts that, or the 16 approval limits that we had under our, our 17 positions. 18 Q Okay. And Motorsport paid for that? 19 A I believe they did. 20 (Thereupon, Defendant Exhibit 45 is marked for 21 identification.) 22 BY MS. FEROT: 23 Q Okay. I'm going to hand you what we will 24 mark as Exhibit Number 45. This is your travel 25 history.</p> | <p style="text-align: right;">Page 172</p> <p>1 A So '21, '22, '23? 2 Q Mm-hmm. 3 A So '21 I was going back to Australia for, 4 to return home after the initial request to over 5 and -- Dimitri IndyCar. And then looking at -- 6 where are we? Let me go through it. Yes, so Row 7 22, that was after Dimitri first asked me to, to 8 come for IndyCar. The first of the 9th was when I 9 arrived here in January at Dimitri's request. The 10 4th is when we came here, and then would file the 11 change of status. 12 Q Can you state the dates for the record, 13 when you say Row 4 -- 14 A Yes. So this is Row 18. 15 Q Okay, so that's April 5, 2022. 16 A Yes, is when we, both my wife and I 17 arrived in, in LA, and then proceed to Miami 18 directly after. And that was moving here for, for 19 the relocation. Row 16 I believe was on the, was 20 returning back from a trip to the U.K. office. 21 Q So that's May 20, 2022 for Row 16. 22 A Yes. The 6th of June, one of these trips 23 was to travel back to Australia so Dimitri could 24 meet the Australian team, I believe. I'd have to 25 confirm. That was -- I travel -- during that year,</p> |
| <p style="text-align: right;">Page 171</p> <p>1 A Yes. Not including today, this trip. 2 Q Not including today, I'll give you that. 3 Except for today does that accurately depict your 4 travel history in the U.S.? 5 A According to the United States government, 6 yes. 7 Q What do you mean by that? 8 A That's a, a form from the, the government 9 website that I printed off of. So I don't recall 10 all the trips that I've made, but according to the 11 United States government record this is how many 12 I've taken, yes. 13 Q Okay. So and for all those trips since 14 you started with Motorsport you were traveling with 15 a visa waiver. 16 A That's correct. I think -- I think all of 17 these -- I think all of these trips were the 18 business, I believe. 19 Q All these trips were for business? 20 A I believe so, yes. 21 Q Okay. But when you would go back to 22 Australia that was for, for business and personal 23 reasons, right? 24 A Which year are you referring to? 25 Q '20, 2021, '22, and '23.</p> | <p style="text-align: right;">Page 173</p> <p>1 so there was, a loss. 2 Q But generally that -- 3 A Generally I was traveling for, for the 4 business. 5 Q Okay. So you were not traveling back to 6 -- 7 A I don't recall. I don't believe so. 8 Q Okay. 9 A I believe I was traveling there for, for 10 business typically. The exception of that was with 11 November 2022, where I returned for my wedding. I 12 think everything else, I believe everything else 13 there was for business related travel. 14 (Thereupon, Defendant Exhibit 46 is marked for 15 identification.) 16 BY MS. FEROT: 17 Q All right, so I'm going to hand you what 18 we will mark as Exhibit Number 46. It's an e-mail 19 -- actually it's a conversation, so I think it's 20 Teams, from Mr. Kozko to you, Mr. Griffin, from 21 January 5, 2022, and Mr. Kozko is telling you, FYI, 22 nothing to worry about obviously, but just so we're 23 in sync. And he's forwarding a screenshot of 24 communications, texts I suppose, between Steven Hood 25 and Mr. Kozko, with Steven Hood saying DMA (ph) do</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 174</p> <p>1 you know why Zach is traveling to the U.S. for next 2 week, to which Mr. Kozko said because I asked him 3 to come, and he's moving here permanently, so he's 4 in the process of searching for a place. And Mr. 5 Hood says, right over the deliverables of BTCC when 6 he's already the bottleneck for it. Do you remember 7 this document? 8 A Yes. 9 Q And did you know that the deliverables 10 were a concern? 11 A I was -- I don't recall whether the, the 12 bottle, there was certainly a deadline for some of 13 the physics, which I was working on at the time. I 14 don't necessarily agree with the, the bottleneck. 15 Steven Hood was quite a dramatic person, in which 16 him making fraudulent statements, and, yeah, I 17 certainly wouldn't trust what Steven had to say. 18 Q What BTCC means? 19 A British Touring Car Championship. 20 Q So what is it? 21 A It's the -- it's the -- it's the British 22 (unintelligible) without saying the same thing. The 23 British Touring Car Championship was a racing series 24 in the U.K. -- 25 Q Okay.</p> | <p style="text-align: right;">Page 176</p> <p>1 can even launch. 2 When was the launch supposed to 3 occur? 4 A That committed to launching in May of 20 5 -- there that's -- I believe it was May 2023. There 6 was lots of talk and negotiation I think around the 7 time whether it should be earlier or, either the 8 month before the Indy 500, but I'd have to confirm 9 the exact date. Yeah, I believe that it, it changed 10 a couple of times, I believe. 11 Q And this deadline could not be met, 12 correct? 13 A Well, I said -- I certainly raised concern 14 with the deadline when I first saw it, and multiple 15 times along the way, that it was difficult to do, 16 and the games typically take longer. And the 17 response was, as with all of their games, because 18 this was a common theme, that they had overcommitted 19 themselves by some, I guess promises that Steven 20 Hood had made to Dimitri, that the company was 21 capable of executing on these, that there were 22 these, that this deadline with, I think the one 23 deadline with IndyCar, a deadline with NASCAR, and 24 so on, were almost impossible to meet, or very 25 difficult to meet, to which Dimitri wouldn't accept</p> |
| <p style="text-align: right;">Page 175</p> <p>1 A -- that -- that the company had committed 2 to making a, a game. 3 Q Got it. So who was Steven Hood -- 4 A At the time he was the president of the 5 company. 6 Q Was he also your supervisor? 7 A Jack Griffin was my supervisor. 8 Q So Mr. Hood was not your supervisor? 9 A Can you clarify what you mean by 10 supervisor? As far as reporting lines I believe at 11 the time I reported in to Jack, but then Jack was 12 also demoted at some point in time. I don't recall 13 exactly when that was. 14 (Thereupon, Defendant Exhibit 47 is marked for 15 identification.) 16 BY MS. FEROT: 17 Q Okay. I'm going to hand you what we will 18 mark as Exhibit 47. It's communications between Mr. 19 Kozko and you, Mr. Griffin, dated February 22, 2023. 20 And it says, I don't understand the surprise when 21 since November I've communicated to you that the 22 financial situation was -- on multiple occasion 23 since then with less key people. Surprise is clear, 24 you never told me that we will now not even have a 25 chance to make September with unclarity when Indy</p> | <p style="text-align: right;">Page 177</p> <p>1 that as an answer, and so the conversations went 2 back and forth, was if I do this can we potentially 3 make that deadline, and I would say, well, yes, if 4 we do that yes, if not then no. 5 (Thereupon, Defendant Exhibit 48 is marked for 6 identification.) 7 BY MS. FEROT: 8 Q Okay. I'm going to hand you what I will 9 mark as Exhibit Number 48. 10 A Mm-hmm. 11 Q It's an e-mail from Ms. Dara Acker to you, 12 Mr. Griffin, copy Steven Hood, Dawn Saunders, and 13 that's it. 14 A Yes. 15 Q Called -- captioned Notice of Redundancy. 16 Do you remember this document? 17 A I do, yes. 18 Q And here the company is telling you the 19 company has unfortunately concluded your role is 20 redundant effective as of Friday number, November 3, 21 2023. Is this the day you were terminated? 22 A I was made redundant on that day, yes. 23 Q Okay, so that -- November 3rd was your 24 last day. 25 A As -- as an employee of Motorsport Games,</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 178</p> <p>1 not, not as director of the company. So I -- I 2 still am the director of the Australian entity. 3 Q So the word company means which company? 4 A Well, in this case they referred to 5 Motorsport Games, Inc. as the company. 6 Q Okay. 7 A Has notified that the company was 8 reviewing, yeah, Motorsport Games, Inc. it's 9 referring to. 10 Q So it -- is it your position that you're 11 still employed by Motorsport Australia? 12 A My position is I'm currently director of, 13 of Motorsport Games Australia Proprietary Limited. 14 Q So you work for them still to this date? 15 A All I can say is I'm the director of the 16 company, so there are certain requirements that I, 17 I'm storing equipment for the company, I have, there 18 is an IP of the company which I have, as I'm 19 required to do by that, that agreement. For 20 whatever reason they won't shut the, the company 21 down. 22 Q But you're no longer an employee of 23 Motorsport Games Australia, right? 24 A No, I was never an employee. I'm -- I'm 25 the director of the company.</p> | <p style="text-align: right;">Page 180</p> <p>1 Q So what were those expenses? 2 A Like storage of equipment, and the, those 3 transport costs of the moving equipment from one 4 location to the storage facility -- 5 Q Which location? 6 A There was an office that we used to, used 7 to have, and we were trying to secure that, but 8 ultimately Steven had other plans for Australia, and 9 so that lease was never executed. 10 Q So right now is there any activity with 11 Motorsport Australia? 12 A Not that I'm aware of, but I understand 13 that, again it speaks to the incompetence that I've 14 experienced here. I believe that when they made 15 everyone redundant in Australia that they also made 16 one of their, one of the employees is working on, 17 was at the time working on -- title, which is for 18 the U.K. -- title now, they actually mistakenly made 19 someone redundant and removed them from the company, 20 then tried to reinstate them after. 21 Q Okay. So if you look at Page 2 of the 22 exhibit, here the letters states that it refers to 23 your employment with Motorsport Games Australia, 24 right? So that's a termination of your employment 25 with Motorsport, with Motorsport Australia,</p> |
| <p style="text-align: right;">Page 179</p> <p>1 Q So when you say director it's just with 2 respect to the entity, but not a paid employee 3 position with Motorsport Australia. 4 A So there is provisions in the company's 5 constitution that I'm to be paid director's fees for 6 it. I haven't been paid director's fees. I've had 7 -- I've reimbursed myself for certain expenses for 8 which I've incurred in relation to my role as the 9 director, and under the terms of the, the, the 10 constitution. 11 Q Were those expenses approved? 12 A They're approved by myself as director, 13 again under the terms of the, of the constitution of 14 the company. 15 Q But not by anyone else. 16 A It's not required to be. It's -- I have 17 -- as a director I can reimburse myself as long as 18 they're related to the company, which I've already 19 disclosed to Stanley, and Neil Conroy, I think, he's 20 the, one of the finance people there. They -- I 21 think duration the mediation was when they said that 22 I'd stolen money from the company, and referred to 23 that amount, but it wasn't theft, it was purely 24 reimbursement of expenses, which I continue to incur 25 right now, but they won't shut down the company.</p> | <p style="text-align: right;">Page 181</p> <p>1 effective November 3, 2023. 2 A Mm-hmm. Yes, that's correct. And you can 3 see that they said that it would need to be shut 4 down as it's no longer financially viable. Well, 5 here we are more than a year after that fact and the 6 company is still, still exists. 7 Q But it's a shell, because there's no 8 activity. 9 A Well, it's still incurring costs. It's 10 still incurring storage costs by myself, the 11 director. It's still incurring costs for storage of 12 some of the, the IP as well. The company will still 13 need to file like no returns effectively, but there 14 are still assets that need to be liquidated, and so 15 on, because it still has some of these, these 16 computers. 17 Q So if Motorsport Australia, or Motorsport 18 US asked you to help them shutting it down, remove 19 yourself from their bank accounts, you would assist 20 them with that? 21 A If, and only if there were certain 22 conditions to that to protect my own, I guess credit 23 rating and, and so on, because I have no faith in 24 them that -- again, for, for a company who 25 terminates, or makes redundant one of its staff</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 182</p> <p>1 accidentally, and then tries to rehire them, and 2 also isn't aware of what my responsibilities as a 3 director are, and I'm personally responsible for 4 these, and didn't communicate that they tried to 5 rehire someone (unintelligible) to do so, I have no 6 faith that they'll continue operating this properly, 7 and shut it down correctly, and I wouldn't be left 8 with a, with a director's penalty notice, or, or 9 some -- penalty by the Australian government. 10 So I'm happy to work with them, I'd 11 like to, to have this entity shut down, but they, 12 but they won't do so at the moment. And so if they 13 were to cease activity, and I can sign that, then 14 absolutely, but I'm not going to risk my own credit 15 score, or credit rating, and a lifetime director's 16 penalty notices for, for their incompetence. 17 (Thereupon, Defendant Exhibit 49 is marked for 18 identification.) 19 BY MS. FEROT: 20 Q Okay. I'm going to hand you what we will 21 mark as Exhibit 49. 22 MR. AYALA: We're almost there. 23 THE WITNESS: When do we get to triple 24 digits? 25 BY MS. FEROT:</p> | <p style="text-align: right;">Page 184</p> <p>1 Q Roughly. 2 A Yeah, so that -- that \$42,000.00 on seven 3 monthly lease payments, yes it looks to be the case. 4 Q And behind this Excel spreadsheet you have 5 all the expenses submitted. Were they submitted by 6 you, the -- 7 A Which ones? 8 Q All of them. Typically you, you entered 9 that in the, in the system. Is it how it works? 10 A Yeah, if it says it's under me. I don't 11 recall whether or not finance can make modifications 12 to it. I believe they're all submitted by me. 13 Q Okay. Why looking at the Excel 14 spreadsheet do you still, do you see anything that 15 you think was not reimbursed? Do you have the 16 description under memo or comments? 17 A Where's the Excel spreadsheet? 18 Q Here. So that would be your second page. 19 Yeah, right there. 20 A I'd have to go through each one, but again 21 I can assume that that was the case. 22 (Thereupon, Defendant Exhibit 50 is marked for 23 identification.) 24 BY MS. FEROT: 25 Q Okay. I'm going to hand you what we will</p> |
| <p style="text-align: right;">Page 183</p> <p>1 Q This is a composite exhibit. 2 A Wow. 3 Q I'll represent to you that this is your 4 expense report from NetSuite. 5 A Mm-hmm. 6 Q And if you look on page, on the first page 7 it says summary, which is the Excel spreadsheet. 8 A Yes. 9 Q So here you have the list of expenses 10 you've submitted in NetSuite. 11 A Yes. 12 Q And except for the first line they were 13 approved and paid in full. 14 A Yes. 15 Q Does those expense seem accurate to you, 16 roughly? 17 A Can you confirm what you mean by accurate? 18 Q Is it your recollection that those 19 expenses were paid? Roughly again, I'm not asking 20 to -- 21 A I can only assume that they were. 22 Q Okay. So if we remove the first line that 23 was rejected, so that's \$100,000.00 approximately of 24 expenses paid; is that correct? 25 A I'd have to do the, the math, but --</p> | <p style="text-align: right;">Page 185</p> <p>1 mark as Exhibit 50. It's a composite exhibit that 2 contains your initial disclosures. 3 A Yes. 4 Q And the last page is the, it's a 5 spreadsheet given to us by your counsel regarding 6 your -- 7 A Yes. 8 Q -- alleged damages. And that's printed 9 very small, but I wanted to go over this spreadsheet 10 with you. So are you looking at the last page? 11 Yes. 12 A Mm-hmm. 13 Q Okay, so it starts with the months of 14 April on the -- 15 A Yes. 16 Q What year is that? 17 A That would be April 2022. 18 Q Okay. So I assume May, June, and all the 19 following months are 2022 until December? 20 A Yes. 21 Q And then that would be January '23 until 22 August '23. 23 A Yes. 24 Q So -- 25 MR. AYALA: Is this -- this is the same,</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 186</p> <p>1 right? It's the same twice, isn't it?</p> <p>2 MS. FEROT: It's just the first one was</p> <p>3 very small, barely readable, but --</p> <p>4 MR. AYALA: Okay, but is -- is -- there's</p> <p>5 not two sheets, it's just one, right?</p> <p>6 MS. FEROT: Yes.</p> <p>7 MR. AYALA: Yeah, okay.</p> <p>8 MS. FEROT: This is the, the one you --</p> <p>9 MR. AYALA: Yeah.</p> <p>10 MS. FEROT: -- e-mailed to me.</p> <p>11 BY MS. FEROT:</p> <p>12 Q Okay. And those are your -- these Excel</p> <p>13 spreadsheet is a calculation of your damages; is</p> <p>14 that correct?</p> <p>15 A It was a -- when I was to raise this with</p> <p>16 Dimitri to show what the, the delta was between</p> <p>17 them, I showed him this three scenarios. One which</p> <p>18 was the, what I would have earned, and continued to</p> <p>19 earn after tax in Australia had I stayed in</p> <p>20 Australia, which is what I used as the baseline.</p> <p>21 The second is what I should have, what my expenses</p> <p>22 should have been if I was to get the, the visa, or</p> <p>23 if Motorsport Games were to file the petition. And</p> <p>24 then lastly were approximate actuals of the expenses</p> <p>25 that I did incur, and then deltas of, of those.</p> | <p style="text-align: right;">Page 188</p> <p>1 modification there. The legal wedding, the</p> <p>2 furniture, and the, the car sale, we had said that</p> <p>3 these were still losses that we had incurred, but</p> <p>4 losses that we were, would accept, because</p> <p>5 ultimately we would recoup much more than that by,</p> <p>6 by the lower tax rate, and by moving to, to Miami.</p> <p>7 Q Okay. So but for those three items,</p> <p>8 meaning the legal wedding, the furniture, and the</p> <p>9 car sale, Mr. Kozko had agreed to cover those losses</p> <p>10 over this period of time from April '22 to August</p> <p>11 '23; is that right?</p> <p>12 A Well, at the time when I showed it to him</p> <p>13 I believe it was up until October, and then, and he,</p> <p>14 he (unintelligible) these out, I think, from what</p> <p>15 they were, and he -- but at the time it was, that I</p> <p>16 showed him the spreadsheet, was as of October 2022.</p> <p>17 Q Okay. Okay. But did you agree to cover</p> <p>18 the costs after October?</p> <p>19 A We agreed that he would cover the, the</p> <p>20 losses, and reimburse me for those, or compensate me</p> <p>21 for those, those losses.</p> <p>22 Q But which losses, the one before October,</p> <p>23 the one after, or both?</p> <p>24 A To compensate the losses that I'd, that I</p> <p>25 show him on the spreadsheet at the time, up until,</p> |
| <p style="text-align: right;">Page 187</p> <p>1 Q Okay. So generally your position is that</p> <p>2 Motorsport US is liable for these damages from April</p> <p>3 2022 to August '23; is that right?</p> <p>4 A My position is that -- with the, the, the</p> <p>5 spreadsheet that I put together, it's of what I</p> <p>6 should have earned and what I didn't earn. As far</p> <p>7 as liability I'd have to talk to my attorney there,</p> <p>8 but this was the losses that I incurred from relying</p> <p>9 on Dimitri's promise to, to relocate.</p> <p>10 Q So those are your, what you call losses</p> <p>11 that, that we would call damages.</p> <p>12 A Well, I'd have to, to consult with my</p> <p>13 counsel.</p> <p>14 Q All right. And you think you're entitled</p> <p>15 to the amounts, the amount listed, because</p> <p>16 Motorsport made a promise that you relied on.</p> <p>17 A Motorsport and -- Dimitri and Motorsport</p> <p>18 made a promise that I relied on ultimately to myself</p> <p>19 and my wife's detriment, and these are highlighting</p> <p>20 what those, what the costs that we'd incurred were.</p> <p>21 This is what we, we should have incurred.</p> <p>22 Q And when earlier you stated that Mr. Kozko</p> <p>23 agreed in October 2022 to cover those losses, those</p> <p>24 would be the losses.</p> <p>25 A There were several -- or there was a, a</p> | <p style="text-align: right;">Page 189</p> <p>1 the losses as, as of that date.</p> <p>2 Q So the losses before October?</p> <p>3 A Yeah, as I said to him, I said here, these</p> <p>4 are the losses that I've, that I've incurred, and I</p> <p>5 can't continue to, to lose these, or to, to incur</p> <p>6 these losses, and so he said, well, I will cover, I</p> <p>7 will compensate you for those losses when we had</p> <p>8 the, the agreement that he would perform.</p> <p>9 Q So I'm a little confused about the losses</p> <p>10 --</p> <p>11 A Mm-hmm.</p> <p>12 Q -- after October. What was the -- what</p> <p>13 was -- was there a promise regarding losses after</p> <p>14 October?</p> <p>15 A The -- the promise that he'd made was that</p> <p>16 he would use Cammisa Markel, the, the law firm to</p> <p>17 get the -- that he would promise to, to cover the,</p> <p>18 the losses I've incurred, and to use Camissa Markel.</p> <p>19 Q But that promise -- that promise about the</p> <p>20 sponsorship was made in September 2021, right? It's</p> <p>21 not the promise that was made in October 2022.</p> <p>22 A No, I'm referring to, to, to -- the first</p> <p>23 promise was the relocation.</p> <p>24 Q Mm-hmm.</p> <p>25 A And then this second -- promise was to</p> |



| | |
|---|---|
| <p style="text-align: right;">Page 190</p> <p>1 compensate me for those, for those losses. 2 Q Okay. In October 2022, the second 3 promise. 4 A Where they -- the conversation when I 5 showed him this, this spreadsheet, was I think 6 before like October, middle of October 2022. 7 Q So as -- you didn't get your answer. Did 8 you -- did he -- did Mr. Kozko in mid- October 2022 9 promise to cover your losses after October? 10 A He merely agreed to, to cover the losses 11 that I'd incurred. 12 Q Okay. All right, so -- so how did you 13 calculate the delta? 14 A So the -- the first line, sorry, the 15 first, so under Australia, the, the green bar down 16 and through the, the orange bar, was what the salary 17 I was receiving after tax at the time, my accrued 18 bonus that I was receiving at the time, or prior to 19 the relocation, and then how much I was paying for 20 health insurance, rent, and my phone, in Australian 21 dollars, and then what the delta was between the 22 income, the after tax income, and then the rent and 23 health insurance, and the phone expenses. 24 That was for that -- I did exactly 25 the same thing of what we expected when we came to,</p> | <p style="text-align: right;">Page 192</p> <p>1 to him until June of, of that year. 2 Q Did you remind them? 3 A I did. I reminded them. I reminded a 4 company called the Dash Group (ph) as well -- 5 executive coaching and leadership. I reminded Dara 6 routinely. It was a common theme with Dara as well 7 for most, given, for many times it was routinely 8 having to chase her up -- 9 Q But never in writing. 10 A Generally we were in the office together, 11 she would come down, and we'd discuss there, or we'd 12 have Teams conversations, so most of it was, was 13 verbal. 14 Q So even though it's critical for you and 15 your wife to get the visa as soon as possible never 16 you reminded her in an e-mail, or any sort of 17 writing. 18 A There was no need, I spoke to her in 19 conversation. At the time Amanda LeCheminant was 20 actually the, who I had the most contact with, 21 because she was the one who was ultimately 22 responsible to, to keep driving this. 23 Q Okay. So -- 24 A Then she was fired obviously, so. 25 Q Under the Australia computation --</p> |
| <p style="text-align: right;">Page 191</p> <p>1 to Florida as well, and had Motorsport Games filed 2 the petition what we should have received. And then 3 underneath that in blue is approximate actuals. 4 Some of these are extrapolated, so there might be a 5 variation in them, but generally that was the -- 6 trend. 7 Q So the Florida part is what would have 8 been if you had had the visa from day one, which 9 would be April 2022. 10 A No. That would have been from May. In -- 11 no, because the -- you can see from Florida there 12 the, the \$11,700.00 is the same as what I'd been 13 earning, or what I was paid in the month as well. 14 Q So this calculation assumes you would have 15 gotten, you should have gotten your visa in May 16 2022. 17 A Approximately, yes. 18 Q Okay. 19 A And so I e-mailed -- I was additional 20 advised my Mark Katsman that the process would take 21 approximately two to three, or you could say the 22 decision, approximately two to three weeks from 23 that, and the, and I believe I e-mailed him around 24 the 21st or so (unintelligible) around the 21st of 25 April, and then I believe Dara and Amanda didn't get</p> | <p style="text-align: right;">Page 193</p> <p>1 A Yes. 2 Q -- this is a fiction where you would have 3 stayed in Australia instead of moving to Miami; is 4 that right? 5 A Fiction's an interesting word. I'd prefer 6 to describe that if things were to continue as they 7 were that that's what I would have received. 8 Q Okay. And what's the increase in 9 compensation on every month -- 10 A In Australia? 11 Q Mm-hmm. 12 A The exchange rate fluctuates, there's a 13 significant drop from 67 to 62. 14 Q So it assumes you would have kept your 15 initial compensation from April 2022. 16 A That's correct. 17 Q Okay. And in Florida you got some 18 amendment to your appointment contract, so you had a 19 compensation that it's, that changed in May, and 20 that is reflected by your employment agreement with 21 Motorsport Australia. 22 A The change, as I said, was previously, 23 Motorsport Games when I needed to provide proof of 24 income, and when the corporate lease was denied 25 because they were in imminent risk of business</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 194</p> <p>1 failure according to Dun & Bradstreet. They had, 2 the company weren't, or felt that Motorsport Games 3 could potentially get into trouble by providing me 4 with a, an offer letter, and so -- was via this 5 amendment to contract to support the application. 6 Q Okay. Okay, so in this Florida part 7 you're just imputing numbers that reflect your 8 compensation, including your raise due to your 9 relocation; is that right? 10 A Sorry, could you repeat that please? 11 Q Yes. Sure. So under the Florida part 12 your, your compensation changes because you, you 13 agreed to some amendments to your employment 14 contract. 15 A No, the Florida part changes because the, 16 it was based on receiving, or Motorsport Games 17 filing the petition and receiving the, receiving 18 the, the income that Dimitri and I had, had 19 previously agreed on as part of the relocation 20 agreement. 21 Q Okay. So when you say the relocation 22 agreement you're referring to your agreement from 23 what date? 24 A The one we made in September 2021, as far 25 as the base salary. And obviously, as I mentioned</p> | <p style="text-align: right;">Page 196</p> <p>1 think there were several modifications, so I know 2 Dimitri had access, I don't know if this is the one 3 that he also had access to and modified as well. 4 Q This is the one that was given to us by 5 your counsel. 6 A Yes, but that document, I'd downloaded a 7 copy of it, and it was a live document, and so 8 Dimitri had access to it. I think several people 9 had access to it, I believe. 10 Q When did you download it, downloaded it? 11 A That's a good question. I don't recall. 12 I'd have to, to check file stamp. I'm not sure. 13 Q Do you still have access to it? 14 A Not the online version of it, but I do 15 have an Excel file, I believe somewhere. 16 Q Okay. But this document has been 17 submitted as your initial disclosures -- 18 A Yes, I'd -- as I said I'd -- 19 Q -- and that states your damages, so this 20 is being approved by your as your requested damages. 21 A I said I, I've prepared the initial 22 version of it, and I'm saying there may have been 23 other contributors, in the form of I think Dimitri 24 made some modifications to it, but generally 25 speaking, yes, I prepared this.</p> |
| <p style="text-align: right;">Page 195</p> <p>1 earlier, due to the company's financial position 2 they mentioned, they asked if I'd, or Dimitri asked 3 if I'd accept a, a lower amount of the bonus in two 4 payments, amounting to \$48,000.00 USD. And that's 5 what that line reflects. 6 Q Okay. And then the -- and then there is 7 the line, a row that says actual. What's the 8 difference between Florida, the Florida part and the 9 actual? 10 A So the actual is what generally 11 transpired. So these were the, some actual, I think 12 some were extrapolated amounts of costs that we'd 13 incurred, and income that I'd received while being 14 over here, and so you will notice that Francesca's 15 salary is zeroed out over all of it, but had she 16 been able to, to work over here, then she could have 17 begun work in September 2022. 18 Q So that's why under the Florida scenario 19 you input \$7,000.00 to \$121,000.00 for Francesca 20 starting September 2022. 21 A That's correct. 22 Q Did you prepare this spreadsheet? 23 A I did. 24 Q Okay. So the Florida part -- 25 A Or wait, so I'll say that this one here, I</p> | <p style="text-align: right;">Page 197</p> <p>1 Q Okay. So -- so Australia is if you had 2 stayed in Australia. Florida is if you had had your 3 visa while in Florida. And actually is what 4 actually happened. 5 A That's correct. Because the Florida one 6 is, Mark Katsman had stated that typically you 7 receive the, the visa in two to three weeks, having, 8 following the company filing it, and so it was based 9 on if we'd moved to that, that April date and begun, 10 begun the, the petition then. 11 Q Okay, so how do you calculate the delta? 12 A So the delta, I was looking at what the 13 net result was, so which is to say, if we take a, a 14 simple example, if we look at Australia under April 15 there was a net income of \$22,588.00 AUD after tax, 16 and then less the expenses I'm left with a surplus 17 of \$19,000.00. 18 Q Okay. 19 A If you follow the next month there's a 20 surplus of \$20,000.00 which -- again there's the 21 surplus, and then the next, the row below, beneath 22 that, is the cumulative amounts of what that delta 23 adds up to, of the income less expenses. 24 Q Okay. Okay, so you've explained the last 25 lines of each part, but you haven't explained how</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 198</p> <p>1 you calculate the delta. So you, you subtract one 2 with the other?</p> <p>3 A So what I did there is -- yes, you can see 4 the net amount, so where it says the, where's the, 5 the orange bar, which is the delta after tax, you 6 can see the, the net, which is a net loss of 7 \$27,364.00 AUD, approximately, and then the 8 cumulative I would say for that month is, is the 9 same, and then it does a comparison to Australia and 10 Florida.</p> <p>11 Q So you subtract the net result from under 12 Australia from the next result of Australia, the net 13 result from Florida, and that's your delta.</p> <p>14 A That's fair. It's showing the two of them 15 and, yes, saying that this is, this is the 16 cumulative losses of -- Florida, this is the 17 cumulative losses that I've, of the actuals.</p> <p>18 Q So what do you do for the actual?</p> <p>19 A The actual is there to say -- so this was, 20 yeah, these are the, the losses here, so if you look 21 at the Australia line, this is the loss of the 22 actual, so what I incurred in Australia, those are 23 what I paid actually versus in Australia, what the 24 delta was between that, so had I, because we're in 25 Florida with the actual expenses if you look at in</p> | <p style="text-align: right;">Page 200</p> <p>1 amount from the loss, but you can see that in 2 Australia in July there's a, there's a relative net 3 \$10,000.00 loss, because that's the difference 4 between if I'd stayed in Australia I would have had 5 a net income of \$20,000.00, if we'd have had the 6 visa, and Motorsport Games filed the petition, I 7 would have had the, a net of \$19,000.00, but in 8 actual fact, I had only netted \$10,000.00 in the 9 actuals, and so that was a relative, Australia was a 10 net loss of \$10,000.00, relative to the Florida it 11 was a net loss of \$8,700.00.</p> <p>12 Q Okay, so if you had stayed in Australia 13 in, by July 2022 you would have earned a net of 14 \$80,870.00.</p> <p>15 A That's correct.</p> <p>16 Q But by staying, by coming to Miami you 17 only had \$10,221.00.</p> <p>18 A By coming to Miami, the cumulative amount 19 in Australia by \$80,000.00, by coming to Miami I was 20 actually negative, negative \$77,000.00, because 21 you're comparing the cumulative amounts.</p> <p>22 MR. AYALA: No, it, it wouldn't be three, 23 three, \$3,244.00?</p> <p>24 THE WITNESS: No, that's, I think -- if 25 you have a highlighter I can highlight it. So</p> |
| <p style="text-align: right;">Page 199</p> <p>1 July there's a net loss of \$77,000.00, so by coming 2 over here and not having the petition filed I've 3 lost \$77,000.00 AUD versus if I'd stayed in Florida. 4 And then in Florida, under the Florida outcome, the 5 Florida scenario, I've lost \$67,000.00 6 approximately.</p> <p>7 Q All right so let's take just a months. If 8 you want to take July, I'm not sure I understand 9 what -- tell me exactly where is the number that you 10 subtracted to which number, so --</p> <p>11 A Yeah, so if you look at -- under Florida 12 or Australia?</p> <p>13 Q No, just tell me how you calculate the 14 delta. You tell me which one.</p> <p>15 A Okay. So you can see the cumulative 16 amount in July is \$80,000.00 under Australia.</p> <p>17 Q Okay.</p> <p>18 A You can then see that the, the amount 19 under, where is it, the net amount in the actuals is 20 \$10,000.00. And so if you subtract \$20,000.00 from 21 \$10,000.00 you're left with a, a loss of \$10,423.00.</p> <p>22 Q So \$10,221.00 is the number you used?</p> <p>23 A That's correct.</p> <p>24 Q So the delta would be around \$70,000.00?</p> <p>25 A So you can see -- that's just a cumulative</p> | <p style="text-align: right;">Page 201</p> <p>1 if you do the comparison here, so you look at 2 the net amount here of \$20,000.00, and you're 3 looking at the cumulative amount of \$80,000.00, 4 versus in Florida the net amount was 5 \$10,000.00, and the cumulative amount was 6 \$3,000.00, and if you compare those two then in 7 Australia I should have been up, or I would 8 have been up \$80,000.00, but by coming to 9 Florida I was only up \$3,200.00, which leaves a 10 net loss of \$77,000.00.</p> <p>11 MR. AYALA: I see.</p> <p>12 THE WITNESS: And then under the Florida 13 situate, or the Florida scenario, there was a, 14 a net loss of \$67,000.00 AUD after tax.</p> <p>15 BY MS. FEROT:</p> <p>16 Q Is everything in Australian dollars?</p> <p>17 A Everything is in Australian dollars, with 18 the exception of the, I believe the total at the 19 bottom right figure, it's the U.S. dollar amount.</p> <p>20 Q Okay.</p> <p>21 A There's a conversion.</p> <p>22 Q So basically you're comparing your living 23 costs in Australia with what it, what it was in 24 Florida.</p> <p>25 A It was merely to illustrate that had we,</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 202</p> <p>1 if we stayed in Australia, and let's use July as a 2 example to keep it simple, I would have been up 3 \$80,000.00 in relative income and living costs. In 4 Florida by that time we should have been up 5 \$71,000.00. But in actual fact I was down by 6 \$77,000.00, so I was only up by \$3,000.00, which the 7 delta is \$77,000.00 versus the Australian scenario, 8 and \$67,000.00 down relative to the Florida 9 scenario.</p> <p>10 You can certainly exclude the, if you 11 excluded the legal wedding, furniture and car sales 12 of, was that \$35,000.00, there's still a \$35,000.00 13 or, or \$40,000.00 deficit.</p> <p>14 Q Are you claiming as damages your legal 15 wedding, furniture and car sale, or not?</p> <p>16 A No. No, they, they were costs that we had 17 reasonably expected to, to incur. I've only 18 highlighted that that was, again, part of the 19 commitment we made in, in coming here, was that we'd 20 incurred these costs, which ultimately because we 21 believed we would recoup them from all the tax 22 breaks and, and the higher income. That didn't 23 happen with the, the high, with the low net income, 24 and without the Motorsport Games filing the 25 petition, and so this was the, the result.</p> | <p style="text-align: right;">Page 204</p> <p>1 was precluded from being able to work and, and 2 accept an offer from her previous employer, because 3 we did not have the, the sponsorship that Dimitri 4 and Motorsport Games promised.</p> <p>5 Q So she never worked during the time you 6 were --</p> <p>7 A No.</p> <p>8 Q -- in Miami?</p> <p>9 A No, she, she couldn't.</p> <p>10 Q Okay.</p> <p>11 A She -- I'll add to that, she came the week 12 we arrived back in, in Australia, in August 2023, 13 and she commenced work with that same company in 14 Australia.</p> <p>15 MS. FEROT: Can we take a quick break just 16 to see --</p> <p>17 VIDEOGRAPHER: The time is 4:31 p.m. We 18 are off the record.</p> <p>19 (Thereupon, the deposition is off the record, and 20 the proceeding continues as follows:)</p> <p>21 VIDEOGRAPHER: The time is 4:38 p.m. You 22 are on the record.</p> <p>23 BY MS. FEROT:</p> <p>24 Q Thank you. So we discussed two promises 25 that were meant by Dimitri Kozko. One was in</p> |
| <p style="text-align: right;">Page 203</p> <p>1 Q So those are living expenses, right, rent 2 and --</p> <p>3 A It's doing a, an approximate reasonably 4 lifelike comparison, as to say here is what we were 5 in Australia, and what we would have netted each 6 month, and then cumulatively in Australia. Here is 7 what we should have netted in Florida, and here the, 8 the actuals. And looking purely at income, and then 9 rent, health insurance and phone costs.</p> <p>10 Q So usually living costs are covered by an 11 employee's compensation, right?</p> <p>12 A Unless there's other agreements in place.</p> <p>13 Q Okay. And so you're claiming that 14 Motorsport US should cover these costs, even though 15 they raised your compensation for your relocation; 16 is that right?</p> <p>17 A What I'm claiming is that Motorsport Games 18 failed to file the, the petition, and as a result 19 these were the, the losses that I incurred, and my 20 wife incurred to, to our detriment by relying on 21 Motorsport Games and Dimitri's unfulfilled promise.</p> <p>22 Q And those costs include costs related to 23 Francesca, and not to you?</p> <p>24 A There is, as I've put here there is a 25 single line item for the, her salary, which was she</p> | <p style="text-align: right;">Page 205</p> <p>1 September 2021, and the other was mid-October 2022. 2 Did anyone else at Motorsport US made a promise?</p> <p>3 A Could you be more specific?</p> <p>4 Q Anyone then.</p> <p>5 A People make promises all the time, so.</p> <p>6 Q A promise on behalf of Motorsport US.</p> <p>7 MR. AYALA: I promise I buy you lunch.</p> <p>8 THE WITNESS: So -- well, yeah -- promises 9 all the time.</p> <p>10 BY MS. FEROT:</p> <p>11 Q Of course, but related to this case.</p> <p>12 A I don't believe so.</p> <p>13 Q Okay. So the promise made on September 14 2021 was oral.</p> <p>15 A That's correct.</p> <p>16 Q And you don't have a writing from Mr. 17 Kozko regarding this promise.</p> <p>18 A I have actions that he and the company 19 took, and references to the relocation, and various 20 other communications that back up the, the agreement 21 that we, that we'd made.</p> <p>22 Q Okay, but the promise itself was not in 23 writing.</p> <p>24 A That was a verbal agreement between the 25 two of us.</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 206</p> <p>1 Q Okay. And the promise to relocate to the 2 Miami office was a permanent relocation, right? 3 A It was, yeah, to relocate to the, and 4 provide sponsorship to relocate to, to Miami. 5 Q But that was permanent. 6 A Could you further -- 7 Q That he didn't say you will go for a year. 8 A No. No, we -- 9 Q They said you're going to be staying 10 there -- 11 A That's correct. It was indefinite, it was 12 could you please -- 13 Q Okay. 14 A -- could you please relocate to the Miami 15 office. 16 Q Okay. And he also promised medical care, 17 which was your understanding would be as long as you 18 would be in Miami. 19 A It was -- it was part of the, the 20 relocation, the agreement that we made is, again, we 21 had numerous conversations in the, from when he 22 first said that if I came to Miami he'd buy me a 23 car, and we talked about health insurance, and he 24 asked what it was like in Australia, and said this 25 is what it was like in the U.S., and so it was an</p> | <p style="text-align: right;">Page 208</p> <p>1 A It was a -- no, it was a, a genuine offer, 2 but it wasn't, I wouldn't move, I'm not going to be 3 shown a car and move my life because someone says 4 they'll buy you a car. 5 Q Okay, so you didn't rely on that. 6 A Not on the car, no. 7 Q Okay. 8 A Because I'd never -- I'd never agree to 9 it. 10 MS. FEROT: Okay. I think I have no more 11 questions. 12 MR. AYALA: (Unintelligible). 13 MS. FEROT: Do you have any questions? 14 MR. AYALA: No, I don't. 15 MS. FEROT: No questions, then we're done. 16 THE COURT REPORTER: Read or waive? 17 MS. FEROT: That would -- 18 MR. AYALA: Read or waive, what a great 19 question. You understood everything? Yeah? 20 THE COURT REPORTER: It's not up to me. 21 MR. AYALA: No, I know. I know, but 22 there's a, an accent situation here. 23 THE COURT REPORTER: (Unintelligible). 24 MR. AYALA: Yeah, we -- we -- we can 25 waive. We can waive. I -- I recommend you to</p> |
| <p style="text-align: right;">Page 207</p> <p>1 important part of, important part of coming over 2 here, is that we had health insurance. 3 Q Okay. And the comment about the car -- 4 A Mm-hmm. 5 Q -- did he clarify if it was going to be 6 Motorsport or himself buying for the car, buying the 7 car for? 8 A He didn't clarify. 9 Q Okay. 10 A It was I guess merely his pickup line to 11 get me to come here, the first, the first attempt. 12 Q That was during the car ride. 13 A I believe so. I believe it was at the 14 office, I think. 15 Q Okay. What time of the day was it? 16 A I think late, late afternoon or early 17 evening. 18 Q Okay. That was after the day of work? 19 A I believe so, yes. 20 Q Was it after dinner? 21 A I believe it was before dinner. 22 Q Before dinner, okay. And -- 23 A I believe it was on the way to dinner. 24 Q But was it something you took seriously, 25 or was it more like a joke?</p> | <p style="text-align: right;">Page 209</p> <p>1 waive reading that whole thing. I mean you, 2 you got the right to review the whole thing and 3 look for errors. 4 THE WITNESS: I think we should sit here 5 for another five hours while we read it. 6 MR. AYALA: It's -- it's up to you. I -- 7 MS. FEROT: You're welcome -- 8 THE WITNESS: You must get charged by the 9 hour, right, so -- 10 MS. FEROT: (Unintelligible). 11 MR. AYALA: I say you waive, but it's up 12 to you. I -- I didn't perceive any particular 13 error. Sometimes when there's interpreters 14 that happens, but -- 15 THE WITNESS: I'm trusting you, so. 16 MR. AYALA: Yeah, we'll waive. 17 THE COURT REPORTER: And will you be 18 ordering? 19 MS. FEROT: Yes, please. 20 THE COURT REPORTER: Regular ten day? 21 MS. FEROT: What's the regular timeline? 22 THE COURT REPORTER: Ten -- ten business 23 days. 24 MS. FEROT: Ten business days. What's our 25 deadline for motion for summary judgment?</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 210</p> <p>1 MR. AYALA: I'll tell you right now. 2 March 19. 3 MS. FEROT: March 19. 4 MR. AYALA: Mm-hmm. 5 MS. FEROT: Are we going to extend that? 6 MR. AYALA: Don't ask me. You're the one 7 that wants to move for summary judgment. 8 MS. FEROT: That's then -- 9 MR. AYALA: I just have to oppose it, 10 that's what I need to -- 11 MS. FEROT: What's the difference in -- 12 you don't -- do you know the difference in 13 cost, in how much is it for expedited? 14 THE COURT REPORTER: I don't -- reach the 15 office. 16 MS. FEROT: Not -- sorry, that's not what 17 I meant. How many days for expedited? 18 THE COURT REPORTER: Expedited, if you 19 want it in three days, and five days, it's up 20 to you. You get to choose what expedite means. 21 MS. FEROT: Okay, let's do five days. 22 MR. AYALA: I'll tell you what the cost 23 is. I can tell you. Regular -- no -- 24 VIDEOGRAPHER: And for the video, Ms. 25 Ferot, would you like to --</p> | <p style="text-align: right;">Page 212</p> <p>1 CERTIFICATE OF NOTARY PUBLIC 2 3 I, NIDELIS GONZALEZ, the officer before 4 whom The foregoing proceedings were taken, do hereby 5 certify that any witness(es) in the foregoing 6 proceedings, prior to testifying, were duly sworn; 7 that the proceedings were recorded by me and 8 thereafter reduced to typewriting by a qualified 9 transcriptionist; that said digital audio recording 10 of said proceedings are a true and accurate record 11 to the best of my knowledge, skills, and ability; 12 that I am neither counsel for, related to, nor 13 employed by any of the parties to the action in 14 which this was taken; and, further, that I am not a 15 relative or employee of any counsel or attorney 16 employed by the parties hereto, nor financially or 17 otherwise interested in the outcome of this action. 18 19 20 21  22 NIDELIS GONZALEZ 23 Notary Public in and for the Florida 24 25</p> |
| <p style="text-align: right;">Page 211</p> <p>1 MS. FEROT: Yes, just -- 2 VIDEOGRAPHER: Would you like it to be 3 synced? 4 MS. FEROT: Is there a cost -- 5 VIDEOGRAPHER: I can run that with the 6 office. 7 MS. FEROT: Thank you, yeah, can you 8 please let me know. Do you have my e-mail? 9 VIDEOGRAPHER: I do, yes. 10 MS. FEROT: Okay. 11 VIDEOGRAPHER: And Mr. Ayala, would you 12 like to order the video? 13 MR. AYALA: No, we don't want the video. 14 THE COURT REPORTER: Do you want a copy of 15 the transcript, or no? 16 MR. AYALA: I will highly likely need one, 17 but I need a price first on a regular time. 18 THE COURT REPORTER: Okay. 19 VIDEOGRAPHER: We are off the record at 20 4:46 p.m., and this concludes today's testimony 21 given by Zachary Griffin. 22 (Thereupon, the deposition concludes.) 23 24 25</p> | <p style="text-align: right;">Page 213</p> <p>1 CERTIFICATE OF TRANSCRIBER 2 3 I, CHARITY RIVERA-GARCIA, do hereby 4 Certify that this transcript was prepared from 5 the digital audio recording of the foregoing 6 proceeding, that said transcript is a true and 7 accurate record of the proceedings to the best 8 of my knowledge, skills, and ability; that I am 9 neither counsel for, related to, nor employed 10 by any of the parties to the action in which 11 this was taken; and, further, that I am not a 12 relative or employee of any counsel or attorney 13 employed by the parties hereto, nor financially 14 or otherwise interested in the outcome of this 15 action. 16 17 18 19  20 CHARITY RIVERA-GARCIA 21 22 23 24 25</p> |

[& - 20]

Page 214

| | | | |
|------------------------|-------------------------|-------------------------|-------------------------|
| & | 10,221.00 | 12-30-22 5:13 | 175 6:5 |
| & 5:4 69:16 | 199:22 | 12-7-21 4:18 | 177 6:6 |
| 70:9,15 72:25 | 10,221.00. | 121,000.00 | 17th 65:16 |
| 194:1 | 200:17 | 195:19 | 18 4:20 60:14,18 |
| 0 | 10,423.00. | 12:35 105:7 | 139:24 172:14 |
| | 199:21 | 13 4:15 47:11,15 | 182 6:7 |
| 0.70 84:10 | 10-12-21 4:14 | 132 5:15 | 184 6:8 |
| 02 47:8 | 10-14-21 4:15 | 139 5:16 | 19 4:21 62:18,22 |
| 1 | 10-20-21 4:16 | 14 4:16 18:6 | 156:3 168:7 |
| 1 4:3 10:18,22 | 10-7-21 4:13 | 47:19 48:5,9,22 | 210:2,3 |
| 37:11 38:11 | 100,000.00 | 142 5:17 | 19,000.00 200:7 |
| 40:4,4 45:11,14 | 183:23 | 146 5:18,19 | 19,000.00. |
| 45:17,20 55:2 | 10:00 1:16 | 149 5:20 | 197:17 |
| 58:18 59:1 61:7 | 10:20 7:3 | 15 4:5,17 22:18 | 19.8 24:19 |
| 86:9 88:14 | 10th 64:9 | 54:18,22 142:17 | 19th 74:4 102:7 |
| 94:13 102:11,15 | 11 4:4,13 42:20 | 150 5:21,22 | 1:49 105:11 |
| 102:21 103:16 | 42:24 156:11,16 | 1529 156:7 | 1st 21:19 168:6 |
| 112:8,10 145:11 | 158:16 170:6 | 15th 75:25 | 168:18 |
| 166:12 168:4 | 11,700.00 | 16 4:18 23:21 | 2 |
| 1,000.00 133:8 | 191:12 | 24:2 43:15 | 2 4:4 11:3,7 |
| 1-18-23 5:16 | 11,900.00 | 56:19,23 59:7,8 | 29:23 31:24 |
| 1-4-22 4:20 | 150:13 | 65:9 67:9 | 45:25 61:7 95:8 |
| 1-5-22 6:4 | 11-15-22 5:7 | 172:19,21 | 180:21 |
| 1-6-22 4:21 | 11-2-23 6:6 | 166 5:23 | 2,000.00 81:17 |
| 1-9-23 5:14 | 11-4-21 4:17 | 169 5:24 | 2-15-23 5:17 |
| 1/12/23 5:15 | 11:16 48:18 | 16th 21:14 59:5 | 2-16-22 4:23 |
| 10 4:3,12 36:8 | 11th 160:8 | 17 4:19 59:13,17 | 2-20-23 5:18 |
| 40:13,17 61:17 | 165:9 | 170 5:25 | 2-22-23 5:19 6:5 |
| 10,000.00 | 12 1:15 4:14 7:4 | 170,000.00 24:6 | 20 4:22 18:1 |
| 199:21 200:3,8 | 7:14 24:17 | 24:10 | 39:5 40:8 53:23 |
| 200:10 201:5 | 44:22 45:1,5 | 173 6:4 | 63:19,23 161:3 |
| 10,000.00. | 46:4 132:15 | 17342 212:21 | 165:2 171:25 |
| 199:20 | 12-24-21 4:19 | 17391 213:19 | 172:21 176:4 |

[20,000.00 - 3,244.00]

Page 215

| | | | |
|---|---|--|--|
| 20,000.00 197:20 199:20 200:5 201:2 201 1:19 2:16 7:15 2014 18:2,5 2015 18:2,5 2019 102:6 2020 20:1,18 2021 21:17 24:3 29:23 33:18,19 36:8 37:4 39:5 40:8,9 41:9 42:7 43:2,11,15 45:5 46:2,4,6 47:5,19 53:23 55:2 57:9 59:7,8,23 61:18 106:13 115:4,6 117:7 133:19 171:25 189:20 194:24 205:1,14 2022 47:7,9 59:8 59:10 60:22 61:14 65:10 67:9,23 74:4 78:16,17 79:16 84:3 86:5 89:23 91:11 93:23 97:9,16,21 98:3 102:7 112:9,16 126:8 127:25 128:1,2 129:17 130:15,25 131:3 131:4,12,15 | 153:3 161:3 172:15,21 173:11,21 185:17,19 187:3 187:23 188:16 189:21 190:2,6 190:8 191:9,16 193:15 195:17 195:20 200:13 205:1 2023 21:19 38:11 40:21 74:5 75:25 82:8 82:16,17 83:4 84:1,14 100:4 129:17 132:15 132:17 139:24 142:17 147:4 150:15,16 151:3 151:8 153:4 156:11,16 158:16 165:11 166:5,6,12 168:4,7 170:6 175:19 176:5 177:21 181:1 204:12 2025 1:15 7:4,14 21 4:23 45:25 46:2,5 64:20,24 121:17 136:18 151:3,8 172:1,3 2121 1:18 2:15 7:15 | 21929 1:6 7:14 21st 146:19 191:24,24 22 4:6,24 47:7,8 47:9 67:3,7 82:20,21 128:24 129:6 130:15 147:4 150:16 162:13 171:25 172:1,7 175:19 188:10 22,588.00 197:15 22302 47:8 22nd 64:1 68:22 162:6 23 4:25 47:5 68:14,18 129:5 129:6 166:6 171:25 172:1 185:21,22 187:3 188:11 24 1:6 5:4 7:14 59:23 69:11,15 24,000.00 95:14 150:14 240,000.00 24:10 93:5 95:12 105:21,23 119:13,17 2490 2:6 25 5:5 71:6,11 112:20 | 25th 168:18,23 26 5:6 73:7,11 27 4:7 5:7 75:18 75:22 86:5 112:9 27,364.00 198:7 27th 86:5 91:14 112:5 28 4:8 5:8 85:21 85:25 280,000.00 95:17 28th 90:3 91:13 112:5,12 29 5:9 89:14,18 112:7,20 113:6 2d 16:11 2nd 1:18 2:15 7:15 3 3 4:5 15:18,22 26:14 40:6 43:7 98:6 100:14 102:11,13,17,20 103:15,16,18,19 103:25 177:20 181:1 3,000.00 81:17 201:6 202:6 3,000.00. 169:8 3,200.00 201:9 3,244.00 200:23 |
|---|---|--|--|

[3-16-22 - 7169342]

Page 216

| | | | |
|-------------------------|-------------------------|-------------------------|-------------------------|
| 3-16-22 4:24 | 4 | 49 6:7 182:17,21 | 5:41 64:10 |
| 3-2023 4:12 | 4 4:6 22:10,14 | 492.00 170:9 | 6 |
| 30 5:10 91:16,20 | 43:11 44:4 | 4:31 204:17 | 6 4:8 12:13 |
| 98:3 150:15 | 60:22 61:14 | 4:38 204:21 | 28:12,17 41:8 |
| 300,000 19:7 | 89:23 132:17 | 4:45 1:16 | 6-21-23 5:22 |
| 31 5:11 93:15,21 | 172:13 | 4:46 211:20 | 6-8-22 5:12 |
| 32 5:12 96:14,18 | 4-27-22 5:8 | 4th 91:15 112:4 | 60 4:20 |
| 97:6 | 4.1 26:19 | 112:15 113:1 | 62 4:21 193:13 |
| 33 5:13 97:22 | 4.2 26:22 | 172:10 | 63 4:22 |
| 98:1 | 40 4:12 5:20 | 5 | 64 4:23 |
| 33127 1:20 2:17 | 149:4,8 | 5 4:7 27:18,23 | 67 4:24 193:13 |
| 7:16 | 40,000.00 | 164:8 172:15 | 67,000.00 199:5 |
| 33145 2:8 | 202:13 | 173:21 | 201:14 202:8 |
| 34 5:14 99:23 | 401 2:7 | 5,000.00 79:24 | 6794gx 4:25 |
| 100:2 | 41 5:21 150:1,5 | 5,100.00 80:1 | 68 4:25 5:4 |
| 35 4:9 5:15 | 150:24 | 5,100.00. 80:2 | 69 162:16 |
| 132:6,11 | 42 4:13 5:22 | 5-16-23 5:20 | 6t46s6 4:22 |
| 35,000.00 | 150:21,24 | 5-22-23 5:21 | 6th 112:17,18 |
| 202:12,12 | 42,000.00 184:2 | 5-4-22 5:9 | 172:22 |
| 36 4:10 5:16 | 43 5:23 166:7,11 | 5-6-22 5:10 | 7 |
| 139:18,22 | 44 4:14 5:24 | 5-9-22 5:11 | 7 4:9 12:17 |
| 37 5:17 142:12 | 169:13,17 170:5 | 50 6:8 184:22 | 35:22 36:1 43:2 |
| 142:16 | 45 5:25 170:20 | 185:1 | 57:9 |
| 38 4:11 5:18 | 170:24 | 500 176:8 | 7,000.00 195:19 |
| 146:6,9 | 46 6:4 173:14,18 | 54 4:17 | 70 162:19 |
| 39 5:19 146:23 | 47 4:15 6:5 | 55 4:18 | 70,000.00 24:8 |
| 147:2 | 175:14,18 | 55,000.00 78:4,4 | 24:10 93:6 |
| 3:28 169:22 | 48 4:16 6:6 | 80:6,8,9 83:2,9 | 105:24 119:14 |
| 3:31 170:1 | 177:5,9 | 83:25 | 199:24 |
| 3d 16:7,11 | 48,000.00 93:10 | 55,000.00. 79:11 | 71 5:5 |
| 3rd 177:23 | 93:12 195:4 | 83:17 | 71,000.00. 202:5 |
| | 48,000.00. | 59 4:19 | 7169342 1:22 |
| | 119:24 | | |

[72 - actual]

Page 217

| | | | |
|-------------------------|-------------------------|------------------------|------------------------|
| 72 162:22 | 93 5:11 | acceptable 79:9 | accurate 162:2 |
| 73 5:6 162:24 | 94 165:2 | accepted 93:10 | 162:3 183:15,17 |
| 75 5:7 | 95,000.00 77:8 | 93:11 | 212:10 213:7 |
| 77,000.00 199:1 | 77:20 | access 46:18 | accurately |
| 199:3 200:20 | 96 5:12 | 111:23 116:3 | 15:25 171:3 |
| 202:6,7 | 96,000.00 133:8 | 126:16 128:18 | achievable |
| 77,000.00. | 97 5:13 | 151:20 155:8,11 | 144:23 145:5 |
| 201:10 | 99 5:14 | 155:13 157:21 | 148:21 149:22 |
| 7th 57:15 | 9th 64:7 96:12 | 157:22,23,24 | achievement |
| 8 | 172:8 | 158:11 196:2,3 | 43:18 |
| 8 4:10 13:8 | a | 196:8,9,13 | acker 149:9 |
| 36:20,24 97:9 | a.m. 1:16 7:3,11 | accidentally | 150:6 151:1 |
| 8,000.00. 168:24 | 48:15,18 | 182:1 | 177:11 |
| 8,700.00. 200:11 | ability 8:25 | accommodation | acknowledgm... |
| 8-1-23 5:23 | 212:11 213:8 | 26:23 75:7,10 | 7:18 |
| 8-11-23 5:24 | able 34:8 39:23 | 81:15,25 82:3 | acquired 39:17 |
| 80,000.00 | 53:17 61:2 77:5 | 84:17 106:10,22 | act 72:9 106:8 |
| 199:16 200:19 | 90:12 130:4 | 106:23 114:14 | 114:15 115:11 |
| 201:3,8 202:3 | 131:16,20 139:1 | 155:15 166:19 | 115:22 116:1,8 |
| 80,870.00. | 139:1,9 154:23 | 167:3,9 | acted 95:20 |
| 200:14 | 195:16 204:1 | accommodati... | acting 100:11 |
| 85 5:8 | above 147:11 | 170:10 | 114:20 122:17 |
| 89 5:9 | absent 7:19 | accordance 8:24 | 122:18,22 |
| 8th 57:15 64:12 | absolutely | account 38:6 | action 140:16 |
| 97:19,20 | 11:11 55:5 | 71:23 111:25 | 212:13,17 |
| 9 | 131:18 182:14 | 117:24 118:22 | 213:10,15 |
| 9 3:4 4:11 37:4 | accent 208:22 | 154:8,11,12 | actioned 26:8 |
| 38:15,19 93:23 | accept 119:22 | accountants | actions 127:1 |
| 100:4 | 119:25 144:14 | 118:13 126:14 | 205:18 |
| 9-10-21 4:9 | 153:19 154:24 | accounting | activity 180:10 |
| 9-20-21 4:10,11 | 176:25 188:4 | 154:10 | 181:8 182:13 |
| 91 5:10 | 195:3 204:2 | accounts 181:19 | actual 38:25 |
| | | accrued 190:17 | 130:22,23 |
| | | | 141:24 195:7,9 |

[actual - amendment]

Page 218

| | | | |
|--|--|---|--|
| 195:10,11 198:18,19,22,25 200:8 202:5 actually 11:8 71:12 73:21 75:24 89:21 102:20 103:19 125:6 126:17 127:21 141:7,25 144:22 145:4 152:16 154:22 173:19 180:18 192:20 197:3,4 198:23 200:20 actuals 77:14 186:24 191:3 198:17 199:19 200:9 203:8 add 123:14 152:6 163:18 204:11 addendum 146:11 additional 31:22 143:11 191:19 additionally 7:19 address 28:22 167:25 addressed 32:18 adds 197:23 administer 7:18 | administration 95:24 admittance 26:25 adp 151:24 advance 150:9 150:16 advanced 17:18 150:13 advice 147:16 advise 86:10 87:15 advised 43:13 191:20 affirm 8:17 afford 131:16 138:21 139:1 afforded 139:6 afternoon 207:16 age 8:23 agency 154:8 ago 16:7,12 32:23 98:23 agree 7:22 34:22,23 35:2 97:16 112:19 135:6 137:4 145:1,23,25 148:19 149:18 149:20 154:16 158:20,23 163:12 174:14 188:17 208:8 | agreed 22:21 35:15 42:10 55:18 78:1 79:15,17 80:4 80:16 81:4,10 99:15 104:8 105:19 115:3 116:7 119:23 120:3,4,14,14 128:16 137:1,7 137:13 154:19 158:20,21 159:8 163:1,14,15,24 163:25 164:9,10 187:23 188:9,19 190:10 194:13 194:19 agreement 4:6 4:13 22:22 23:11 24:16,19 24:20,20,21,22 24:23 25:16,20 25:21,24 26:3 38:9 43:6,8,14 44:1,11 58:20 66:17 72:13,18 73:20 75:5 77:16 78:11 80:20,21,22,24 80:25 82:2,11 84:13,16 94:7 117:14,19,22 121:8 130:1 132:23 135:2 | 144:11 160:24 163:21 178:19 189:8 193:20 194:20,22,22 205:20,24 206:20 agreements 203:12 ahead 42:16 air 161:11 airlines 68:19 airways 63:24 alice 2:13,19 8:10 allegation 11:22 13:9,12,20 alleged 185:8 allowed 134:6,8 alternative 145:8 amanda 22:25 29:1 36:6,8 37:3 86:23 87:10,18 88:8,18 90:11 92:15,18 110:11 110:13 112:15 191:25 192:19 amending 92:22 93:1 amendment 92:17 93:18 94:3,6 95:9 121:11 193:18 194:5 |
|--|--|---|--|

[amendments - area]

Page 219

| | | | |
|-----------------------------------|------------------------------|-------------------------------------|------------------------------------|
| amendments 194:13 | annually 24:8 93:7 | applicable 7:25 77:25 | approach 61:3 |
| america 27:17 | annum 95:12 | application 56:12 61:8,11 | approval 142:6 |
| 29:14 32:16 | answer 10:3,10 | 69:2,21,25 | 170:9,14,16 |
| 34:1 92:13 | 11:1 14:1,5,5,16 | 70:10,24 72:1 | approve 141:10 |
| 115:15 116:12 | 14:16,17,19,22 | 86:9 87:1,12 | 141:22 142:11 |
| 133:1 134:20 | 14:23 19:13 | 88:24 90:1 | 166:24 167:13 |
| 135:20 139:12 | 90:12 136:8 | 91:25 92:21 | approved 26:20 |
| american 47:8 | 177:1 190:7 | 97:9 101:13 | 26:22 27:5,12 |
| 118:1 | answered 113:9 | 102:4 103:25 | 30:19 141:2 |
| amount 79:19 | answers 9:20 | 104:12 108:15 | 166:17,20 170:7 |
| 80:5 93:13 | ant 16:4,5 | 109:9 110:10 | 179:11,12 |
| 107:10,11 | anticipated 35:10 | 111:4,9 112:10 | 183:13 196:20 |
| 119:23,25 120:4 | anymore 103:19 | 125:8 194:5 | approximate 186:24 191:3 |
| 127:13 155:21 | 157:23 158:12 | applications 98:6 | 203:3 |
| 179:23 187:15 | apart 17:11 | applied 63:18 | approximately 17:9 79:14 |
| 195:3 198:4 | 133:16 | apply 61:6 | 82:16 83:2 |
| 199:16,18,19 | apartment 5:6 | 102:20,21,24 | 84:11 133:8 |
| 200:1,18 201:2 | 73:22 76:10,19 | 103:14,16,19 | 183:23 191:17 |
| 201:3,4,5,19 | 78:9 83:20 92:1 | 108:7,17,18 | 191:21,22 198:7 |
| amounted 119:24 | 104:7 136:15,19 | 121:1 | 199:6 |
| amounting 195:4 | 155:1,3 | applying 70:4 | april 67:16,23 |
| amounts 74:15 | apartments 74:10 | 103:17 | 67:25 68:1,2,22 |
| 120:1 163:3 | apologies 52:24 | appointed 110:22 | 81:23 86:5 88:1 |
| 170:15 187:15 | 82:10 | appointment 193:18 | 88:1 90:3 91:11 |
| 195:12 197:22 | apologize 51:17 | appreciate 90:10 | 91:11,13,14 |
| 200:21 | appeal 132:24 | appreciated 161:10 | 112:9 153:4,11 |
| anniversary 59:6 146:18 | appear 27:25 | | 166:3 172:15 |
| announce 41:1 | appears 11:20 | | 185:14,17 187:2 |
| annual 24:11 | 22:16 26:1 | | 188:10 191:9,25 |
| 95:12 | 47:21,23 55:15 | | 193:15 197:9,14 |
| | 76:2 151:7 | | area 122:13 |
| | | | 128:12 |

[arrangements - australian]

Page 220

| | | | |
|---|---------------------------------------|--|--|
| arrangements 26:21 | assistance 37:12 48:13 | attorney's 108:7 | 125:23 127:4 |
| arrival 69:8 165:25 166:1 | associated 108:9 | attorneys 99:2 103:7 125:13 | 134:11,22,25 136:20 137:6 |
| arrive 64:5 | assume 31:5 51:16 147:22 | aud 78:4 80:9 83:2 197:15 | 138:22 151:19 151:19 152:11 |
| arrived 87:25 172:9,17 204:12 | 160:22 161:16 183:21 184:21 | 198:7 199:3 201:14 | 152:13,14,15,18 152:21 153:3,13 |
| arriving 67:12 | 185:18 | audio 49:19 50:4,17 52:19 | 155:2 164:17,20 167:20,25 |
| art 16:8 | assumes 191:14 193:14 | 52:20 212:9 213:5 | 171:22 172:3,23 178:11,13,23 |
| artist 16:8,11 | assuming 61:6 64:13 | august 29:22,23 33:16,18 74:5 | 179:3 180:8,11 180:15,23,25 |
| arts 22:3 | assumption 35:12 161:14 | 82:16,17 158:14 166:12 168:4,6 | 181:17 186:19 186:20 190:15 |
| aside 33:13 | assured 70:21 | 168:7,18 170:6 185:22 187:3 | 192:25 193:3,10 193:21 197:1,2 |
| asked 9:21 36:10 101:1 | attached 52:17 94:6 98:5,14 | 188:10 204:12 | 197:14 198:9,12 198:12,21,22,23 |
| 109:15,17 113:9 115:20 119:9,22 | attaching 63:6 90:8 | aus 65:21 | 199:12,16 200:2 200:4,9,12,19 |
| 133:19 134:20 172:7 174:2 | attachment 94:3 151:7 | australia 15:4,5 19:19,20 21:5,7 | 201:7,23 202:1 203:5,6 204:12 |
| 181:18 195:2,2 206:24 | attempt 207:11 | 23:16,25 24:14 25:17,21 27:11 | 204:14 206:24 |
| asking 23:15 61:10 62:13,17 | attempts 167:17 | 27:13 30:4,5,13 32:17 33:11 | australia's 153:14 |
| 86:17,21 87:19 89:25 144:3,4 | attendance 8:6 | 35:14 37:5 39:7 39:18 43:10 | australian 22:6 29:11,25 30:25 |
| 158:19 160:10 170:8 183:19 | attorney 8:8 36:18 85:5,11 | 44:8 45:10 57:16,21 58:20 | 32:19,25 50:13 63:8 65:24 |
| assess 30:16 92:8 | 91:6 97:18 103:2,4,13 | 77:2,12 79:3 90:5 92:10 | 70:18 79:12,13 98:24 117:18 |
| assessed 30:3 | 107:6,14 108:12 124:20,23 125:1 | 93:19 96:5 118:10,13 119:4 | 121:19 126:10 129:10 134:4 |
| assets 16:9 181:14 | 125:7 143:17,17 152:2 187:7 | | |
| assigned 7:9 | 212:15 213:12 | | |
| assist 181:19 | | | |

[australian - believe]

Page 221

| | | | |
|--|--|--|---|
| 150:13 155:12 160:20 172:24 178:2 182:9 190:20 201:16 201:17 202:7 authorized 7:17 automatic 51:9 automatically 51:7 avenue 1:18 2:15 7:15 average 24:9 avoid 155:20 await 149:15 aware 12:24 18:7 120:12 135:22 136:1,3 136:4 149:14 159:20 180:12 182:2 axa 1:17 axs 2:14 axslawgroup.... 2:18,19 ayala 2:4,5 8:12 8:12 11:24 12:9 13:5,10,21,25 14:4,7,10,12,15 14:20,23,25 25:1,5,7,12,22 27:6 37:23 38:20,23 44:15 49:9,13,15,17 49:19,23 50:1 | 50:10,12,14,21 50:23 53:12,14 53:16 56:14 66:18 91:7 95:2 96:21 104:18,21 105:2,5,14 113:9 120:11,24 131:9 141:4 156:5 169:18 182:22 185:25 186:4,7,9 200:22 201:11 205:7 208:12,14 208:18,21,24 209:6,11,16 210:1,4,6,9,22 211:11,13,16 ayalalawpa.com 2:9 b b 15:8 58:18 baby 110:14,16 back 11:12 23:9 31:23 35:13 38:23,23 45:9 51:17 52:24 57:16,17,21 67:14 76:16 79:3 83:20 87:5 90:7 100:17 105:14,15 109:7 110:1 112:16 113:15 121:7 | 127:3 128:7 130:21,23 132:10 134:6,11 134:13 142:21 149:13 152:11 152:13,17 160:21 161:2 165:15,16,25 166:2 167:17 168:21 169:4 171:21 172:3,20 172:23 173:5 177:2 204:12 205:20 background 16:1 17:17 backwards 84:10 bank 71:23 181:19 bar 190:15,16 198:5 barely 186:3 base 105:21,23 119:17 143:9 194:25 based 45:18 61:22 82:2,11 135:7 138:18 139:9,11 144:24 145:17 148:11 148:12 152:1 154:21 194:16 197:8 | baseline 186:20 basically 133:10 165:11 201:22 basis 30:4,4 74:25 bates 49:21 52:13 156:7 beauty 52:10 becoming 117:1 117:2 147:12 began 104:2 130:18 132:22 143:14 161:15 beginning 8:8 67:23 begins 74:4 begun 195:17 197:9,10 behalf 2:3,12 11:19 23:1 70:4 72:7 125:2 205:6 belief 134:1 believe 17:9 19:7 20:1,19 21:8,19 22:7 23:21 25:24 26:7,13 31:4 32:14,14,22 33:7,24 36:11 37:4,16,17,25 38:14 42:15 46:10 48:1,1,24 52:6 54:13 |
|--|--|--|---|

[believe - business]

Page 222

| | | | |
|---|--|---|--|
| 57:23 58:1,20 66:19 70:2,13 70:20 73:24 74:15 77:9 78:13 82:20 87:13 88:4,15 91:15 92:18 95:19 99:12 100:12 103:11 105:3 109:17 110:12,15,23,24 112:16 117:6 119:4 126:5 127:24 132:21 132:24 135:16 136:14 138:15 138:15 143:9 148:2 152:25 154:3 157:5,13 158:25 161:9 164:16,21,21 165:2,7,25 167:12 168:15 168:16 170:19 171:18,20 172:19,24 173:7 173:9,12 175:10 176:5,9,10 180:14 184:12 188:13 191:23 191:25 196:9,15 201:18 205:12 207:13,13,19,21 207:23 | believed 135:13 202:21 bell 52:4,5 beneath 197:21 benefited 145:15 benefits 30:4,5 30:12 120:16 135:7 152:5,7 best 8:25 127:9 212:11 213:7 beta 59:25 better 16:20 31:8 77:21,23 121:14 122:2 beyond 144:21 144:21 big 16:4,5 35:9 73:12,13 159:1 bigger 131:14 131:25 139:6 164:5 billing 112:13 bills 126:13 birth 32:8 bit 16:3 17:16 18:19 51:22 53:4 98:17 117:17 134:2 137:2 black 17:23 18:11 19:10 20:21 | bloom 1:6 blue 191:3 blurred 118:25 bond 83:19,24 bonus 78:10 79:22 80:10 93:6,9 95:12 105:24 119:24 143:3 147:14 148:21 150:14 150:16 163:13 164:7,8 190:18 195:3 bonuses 24:7 143:11 150:14 book 118:2 141:9 142:1 booked 57:14 bookings 26:21 boon 74:11 border 29:25 32:19,25 134:5 boss 104:21 bottle 174:12 bottleneck 174:6,14 bottom 37:2 39:10 40:21 65:14 89:24 156:8 201:19 bozzuto 74:14 bracket 151:22 bradstreet 5:4 69:16 70:9,15 | 72:25 194:1 breach 12:14,17 12:21,21 break 10:2,3 97:3 104:15 204:15 breaking 126:23 129:16 breaks 202:22 briefly 103:10 bring 105:5,6,6 135:8 british 174:19 174:21,23 brought 19:3 81:2 109:4 btcc 174:5,18 budget 163:4,5 build 21:9 114:16 116:16 building 170:10 built 18:13 72:9 72:20 115:2,13 115:22 bunch 126:15 159:9 burden 164:2,5 business 17:20 20:4 30:3 33:8 58:16,22 70:17 86:12 108:25 109:2 156:2 171:18,19,22 173:4,10,13 |
|---|--|---|--|

[business - change]

Page 223

| | | | |
|--|---|---|--|
| 193:25 209:22 209:24 busy 88:6,8,10 88:23 89:1 buy 205:7 206:22 208:4 buying 207:6,6 bypass 53:5 | calls 27:6 camissa 189:18 cammissa 98:15 99:20 102:3 103:6,7,8,10,11 103:12 125:17 163:22 164:11 164:13 189:16 | career 19:1 21:21 carriers 134:10 carries 160:19 cars 136:24 cascading 74:14 151:22 case 1:6 7:13 30:9,17 50:25 88:18 90:8 112:13 135:18 140:23 141:11 145:2 147:11 153:10 159:7,23 178:4 184:3,21 205:11 cases 142:3,3,5 cassima 125:14 catch 65:18 categories 58:21 166:17 categorize 119:11 category 58:22 58:23 cats 136:23 cause 21:24 101:7 154:1 caused 133:15 cease 182:13 centralized 34:9 ceo 29:4 58:8 70:20 | certain 107:10 107:11 109:10 115:17 117:20 118:22 125:25 141:11 143:12 143:19 145:17 178:16 179:7 181:21 certainly 51:24 53:21 110:11 135:19 142:2 147:19 156:1 159:23 169:6 174:12,17 176:13 202:10 certificate 212:1 213:1 certified 7:22 certify 212:5 213:4 cfo 70:20 100:11 100:12 chain 142:22 146:3 championship 174:19,23 chance 9:24 125:15 175:25 change 56:6 58:25 59:4,11 66:14 68:4 69:6 74:16 86:13 88:3 89:7 129:21 145:20 |
| c | campaigning 135:15 cancel 130:6,8 139:17 149:23 canceling 149:1 candidate 122:20 capable 176:21 capacity 23:2 captioned 24:20 151:2 177:15 car 33:16,22,24 79:2 116:3 174:19,23 188:2 188:9 202:11,15 206:23 207:3,6 207:7,12 208:3 208:4,6 card 45:13,22 118:19,23 cards 115:16 116:4 care 105:25 106:3,5 116:23 120:7,9 124:1 153:12 206:16 | | |
| c 2:1 7:1 cadillac 33:23 calculate 151:18 190:13 197:11 198:1 199:13 calculation 186:13 191:14 calculations 158:23 calculators 151:24 call 38:13 39:11 46:11,21 95:10 101:17,18,24,25 113:12 128:21 129:3 133:12 135:15 143:10 148:15 156:17 161:9,11 187:10 187:11 called 16:23 20:4 128:14 163:4 177:15 192:4 | | | |

[change - company]

Page 224

| | | | |
|--|---|--|--|
| 170:12 172:11 193:22 changed 43:9 57:23 134:5 160:21 176:9 193:19 changes 194:12 194:15 changing 149:1 charged 209:8 charges 118:19 155:8,11 charity 213:3,20 chart 156:4 chase 192:8 check 55:5 157:20 196:12 checks 159:9 childhood 143:18 children 15:12 choice 99:21 101:10 152:10 choose 210:20 chose 102:23,25 circle 149:13 cis 56:7 citizens 29:11 claim 13:4 113:5 118:18 151:2 claiming 202:14 203:13,17 | clarification 19:14 62:17 clarify 13:24 14:2 20:10 42:5 64:25 80:18 113:21 136:9 163:9 175:9 207:5,8 classified 70:15 clause 24:16 25:11 26:15,18 73:25 cleaning 169:1,8 169:9,11 clear 128:4 147:8 156:1 161:8,11 163:24 167:15 175:23 clearly 160:24 168:2 169:7 clients 17:5 close 67:10 closely 54:17 closer 50:16 coaching 192:5 come 34:1,1,4,8 58:11 65:20 87:9 100:17 114:3,7 115:21 130:21,22 131:24 134:20 139:12 146:4 172:8 174:3 192:11 207:11 | coming 29:15 34:18 35:9,11 57:17 114:8 129:24 152:10 199:1 200:16,18 200:19 201:8 202:19 207:1 commenced 204:13 comment 34:14 34:19,22 207:3 comments 114:8 184:16 commercialized 18:14 commitment 202:19 committed 165:19 175:1 176:4 common 176:18 192:6 communicate 101:15 182:4 communicated 175:21 communicates 51:24 communication 55:4 communicatio... 76:2,6 85:19 101:19,22 109:12 149:17 | 173:24 175:18 205:20 company 16:23 20:3 23:2 26:9 39:17 42:19 57:25 63:9,11 65:24 69:9 70:14 72:11,12 72:16,17 77:21 77:22 79:20 81:5,20 83:3 85:5 88:4,5 89:2 89:3,5,8,11 91:3 92:25 93:7,9 95:6,25 100:11 100:12 107:10 107:11 108:16 111:11 114:18 114:23 115:10 117:19 118:20 121:13,19 122:3 122:13 125:7 126:22,23 127:10,14 128:8 130:7 134:2 135:14,17 141:12 144:25 145:15 148:22 149:1 159:1,4,6 159:12,13,23 160:15 163:17 163:18 164:2,6 165:5 167:19 175:1,5 176:20 |
|--|---|--|--|

[company - continued]

Page 225

| | | | |
|---|---|---|---|
| 177:18,19 178:1 178:3,3,5,7,16 178:17,18,20,25 179:14,18,22,25 180:19 181:6,12 181:24 192:4 194:2 197:8 204:13 205:18 company's 83:12 118:20 145:19 158:21 164:24 179:4 195:1 compare 201:6 comparing 200:21 201:22 comparison 198:9 201:1 203:4 compensate 188:20,24 189:7 190:1 compensated 147:13 148:24 compensation 24:5,13 25:25 28:1,3,5 95:16 96:4,8 105:21 105:23 119:13 136:2 143:8 147:15 149:21 149:21 159:19 163:2,2,6 193:9 193:15,19 194:8 | 194:12 203:11 203:15 complaining 133:23,25 complaint 4:4 11:23 12:2,3,7 12:12,14 77:10 167:23 completed 65:19,25 completely 77:4 complex 117:17 compliance 129:8,9 160:3 complicated 31:15,17 component 166:16 169:3 components 162:16 composite 60:3 71:11,12 183:1 185:1 computation 192:25 computer 50:19 52:9 158:12 computers 181:16 conceded 103:3 concern 126:19 174:10 176:13 concerned 94:20 95:5 | 121:12,24 concluded 177:19 concludes 211:20,22 conclusion 25:2 25:13 conditional 114:17,22 conditions 34:11 43:14 44:14 181:22 confidential 5:5 48:10 71:16,17 confidentiality 32:7 confirm 32:16 138:13 148:10 149:13 157:8,25 158:3,15 166:16 172:25 176:8 183:17 confirming 100:13 150:12 conflicting 35:4 35:6 confused 189:9 congrats 59:24 congratulate 43:18 congratulations 15:16 19:8 connection 42:14 | conroy 179:19 consequently 151:12 consider 125:19 consistent 123:22 141:15 console 21:11 constitute 8:3 constitution 179:5,10,13 consult 25:15 152:2 187:12 consultants 89:10 contact 31:9,10 36:10,15 99:4 192:20 contain 32:3 contains 24:20 185:2 contemplating 42:3 context 76:21 94:17,17 134:2 145:24 contingent 139:12 continue 149:14 160:14 179:24 182:6 189:5 193:6 continued 5:2 6:2 77:13 131:19 151:13 |
|---|---|---|---|

[continued - counsel]

Page 226

| | | | |
|------------------------|------------------------|------------------------|------------------------|
| 186:18 | 147:24 161:19 | copying 93:22 | 193:16 195:21 |
| continues 48:17 | 161:20,22 | coral 2:6 | 197:5 199:23 |
| 105:10 169:25 | 162:13,17 | corporate 69:22 | 200:15 205:15 |
| 204:20 | 173:19 190:4 | 99:2 119:19 | 206:11 |
| contract 12:14 | 192:19 | 193:24 | corrections |
| 22:16,24 27:14 | conversations | correct 17:24 | 140:11,23 |
| 27:16 44:1 | 38:8 42:15 59:4 | 18:18 20:8 | correctly 182:7 |
| 73:12 74:4 92:8 | 61:22 85:11 | 21:15 22:22 | cost 81:17 |
| 92:18,23 93:2 | 88:16 115:19 | 24:12 26:13 | 135:22 136:6 |
| 93:19 94:4 | 177:1 192:12 | 28:21 30:24 | 137:10,22 159:1 |
| 121:11 141:16 | 206:21 | 31:25 32:20 | 159:5 164:11,24 |
| 146:11,14,19 | conversion | 35:16 36:15 | 168:22,23 |
| 193:18 194:5,14 | 201:21 | 37:7,10 42:2,9 | 210:13,22 211:4 |
| contracted | conveying | 44:5,9,19 45:15 | costs 75:7,10 |
| 41:24 | 132:20 | 46:16,17 47:10 | 84:17 106:10 |
| contracts | cool 33:24 | 54:6 56:18 | 108:9 133:11 |
| 138:18,21 | cooperate 111:3 | 61:12,13 62:16 | 136:11,14,17 |
| contribution | 111:5 | 64:18,19 65:6 | 155:4,7,20 |
| 138:16 | cooperating | 67:2,22 68:3,13 | 160:19 163:17 |
| contributors | 110:9,12 112:23 | 71:1 72:2,5 73:3 | 163:17 166:21 |
| 196:23 | 113:8,13 | 74:24 75:2 | 169:1,5 180:3 |
| control 145:21 | coordinating | 81:24 82:6,8 | 181:9,10,11 |
| 149:2 | 110:17 | 83:18 84:2 | 187:20 188:18 |
| conversation | copied 157:6 | 95:15 99:22 | 195:12 201:23 |
| 4:9 6:4 34:6 | copy 11:7 15:21 | 100:21 101:11 | 202:3,16,20 |
| 36:6 48:24 | 22:14 35:25 | 119:15 122:8 | 203:9,10,14,22 |
| 54:25 57:7 | 44:25 48:22 | 123:21 128:10 | 203:22 |
| 59:21 62:5 67:7 | 53:18 60:18 | 129:1 132:2 | counsel 10:13 |
| 77:7 78:17 | 64:24 73:10 | 133:20 134:24 | 11:18 23:7 |
| 87:16 101:3 | 97:7 149:11 | 149:11 156:18 | 53:16 86:24 |
| 114:5 122:15 | 150:18 151:1 | 159:25 167:12 | 92:19 94:17 |
| 128:10 131:21 | 157:5 158:11 | 168:8 171:16 | 101:20 102:2,3 |
| 143:13,16,23 | 177:12 196:7 | 176:12 181:2 | 110:11,21,23 |
| 146:16 147:10 | 211:14 | 183:24 186:14 | 121:24 157:15 |

[counsel - day]

Page 227

| | | | |
|---|---|---|---|
| 185:5 187:13 196:5 212:12,15 213:9,12 counselor 131:7 count 12:14,20 12:21,25,25 13:7,8,8 country 29:12 30:1 86:12 134:4,9 counts 12:12 13:1,4 couple 138:16 176:10 course 9:19 10:1 96:22 169:21 205:11 court 1:1 7:6,7 8:14 9:1 10:7 11:11 40:12 50:7,11 208:16 208:20,23 209:17,20,22 210:14,18 211:14,18 courtroom 9:21 courts 13:3 covenant 24:24 cover 75:6,7,10 75:14 77:17 79:17 81:1,4 84:16,22 94:2,8 94:13 106:10 114:9 118:22 | 127:8,12,17 128:6 129:18 137:5 143:24 154:17 155:23 158:22 160:25 162:5,9 163:22 163:25 164:7,11 187:23 188:9,17 188:19 189:6,17 190:9,10 203:14 covered 78:8 79:6 83:4,7,15 84:4,5,6,13 117:14 155:16 155:19 160:6 161:17,18 203:10 covid 29:12,23 58:1 74:11 create 17:25 created 18:16 creator 17:23 credibility 167:22 credit 72:10,20 106:9 114:17 115:2,12,13,14 115:16,23 116:4 116:5,5,9,10,17 116:18 181:22 182:14,15 critical 192:14 cto 117:2 | culmination 81:1 cumulative 197:22 198:8,16 198:17 199:15 199:25 200:18 200:21 201:3,5 cumulatively 203:6 current 94:7 currently 15:3 135:15 178:12 cut 147:9,22 cv 1:6 7:14 d d 3:1 7:1 damages 185:8 186:13 187:2,11 196:19,20 202:14 dara 29:2,5 65:8 88:9,9,13 90:11 92:16 104:2 110:12 111:1 112:15,16,25 120:14 125:16 125:18 146:11 149:9,10 177:11 191:25 192:5,6 dash 192:4 date 1:15 18:3 19:6 20:16 21:12 24:1 32:8 | 38:11 41:5,7,13 46:2 47:19 53:2 53:22 54:1 55:2 57:8 60:4 61:4 64:6 66:14 67:8 96:10 112:4 130:11,12,21,22 130:23 145:20 146:22 151:2 176:9 178:14 189:1 194:23 197:9 dated 29:23 43:15 45:5 59:23 60:22 65:9 75:24 86:5 89:23 91:14 93:23 96:12 97:9 98:2 100:4 132:15 147:4 151:8 166:12 175:19 dates 47:8 51:20 58:6 149:1 172:12 daughter 98:22 dawn 43:20,21 177:12 day 18:8 21:18 34:25 37:5 38:23 54:17,17 74:5 112:12 128:13 155:12 165:24 177:21 |
|---|---|---|---|

[day - difference]

Page 228

| | | | |
|--|---|--|---|
| 177:22,24 191:8 207:15,18 209:20 days 31:4,7 46:8 47:25 127:20 143:22 152:18 152:19 168:11 168:13,17 209:23,24 210:17,19,19,21 deadline 174:12 176:11,14,22,23 176:23 177:3 209:25 deal 14:12 119:7 dealing 12:18 dear 43:5 december 36:8 57:9 59:23 98:3 126:9 129:5,6 130:20 138:18 154:2 185:19 decide 74:7 decided 81:20 89:12 127:9 130:17 deciding 145:20 decision 41:17 123:10 131:18 135:2,6 136:16 191:22 decisions 41:22 123:2 161:12 | defendant 1:8 2:12 4:3,4,5,6,7 4:8,9,10,11,12 4:13,14,15,16 4:17,18,19,20 4:21,22,23,24 4:25 5:4,5,6,7,8 5:9,10,11,12,13 5:14,15,16,17 5:18,19,20,21 5:22,23,24,25 6:4,5,6,7,8 10:18 11:3 22:10 27:18 28:12 35:22 36:20 38:15 40:13 42:20 44:22 47:11 48:5 54:18 56:19 59:13 60:14 62:18 63:19 64:20 67:3 68:14 69:11 71:6 73:7 75:18 85:21 89:14 91:16 93:15 96:14 97:22 99:23 132:6 139:18 142:12 146:6,23 149:4 150:1,21 166:7 169:13 170:20 173:14 175:14 177:5 | 182:17 184:22 defendant's 15:18 deficit 202:13 define 31:16 35:3 definitely 131:3 degree 17:20 delay 149:24 delays 64:10 147:12,20 deleted 36:10 deliberately 104:2 deliver 125:17 deliverables 174:5,9 delivered 125:16 delivery 79:22 delta 17:23 18:11 19:10 20:21 186:16 190:13,21 197:11,12,22 198:1,5,13,24 199:14,24 202:7 deltas 186:25 demonstrate 94:21 demoted 123:16 175:12 denied 70:10,12 70:25 153:7 | 193:24 department 77:3 depending 140:20 depict 171:3 deposed 9:11 deposition 1:11 7:11 8:1 10:25 48:16 105:9 169:24 204:19 211:22 deposits 130:1 describe 17:17 193:6 description 4:2 5:3 6:3 63:15 143:8 184:16 designate 71:17 desire 135:20 desperate 114:6 detailed 161:23 details 74:20 detriment 187:19 203:20 developed 18:20 development 17:19 20:5 22:2 122:13 123:3,12 126:18 difference 37:5 137:5,16 195:8 200:3 210:11,12 |
|--|---|--|---|

[differences - document]

Page 229

| | | | |
|-------------------------|------------------------|-------------------------|------------------------|
| differences 77:1 | 141:7,25 143:13 | 178:2,12,15,25 | 144:21 152:4 |
| different 17:5 | 148:20 152:7 | 179:1,9,12,17 | 153:18 160:7 |
| 66:19 98:21 | 159:21 160:1 | 181:11 182:3 | 204:24 |
| 117:21 | 162:12 164:17 | director's 179:5 | discussing |
| difficult 35:1,3 | 165:8 172:5,7 | 179:6 182:8,15 | 142:25 160:12 |
| 176:15,25 | 172:23 176:20 | disagreement | 160:12 166:14 |
| digital 212:9 | 176:25 186:16 | 159:2 | 168:10 |
| 213:5 | 187:17 194:18 | disclosed | discussion |
| digits 182:24 | 195:2 196:2,8 | 125:25 165:4 | 65:18 78:7 |
| diligent 56:12 | 196:23 204:3,25 | 179:19 | 92:14,15 94:5 |
| dimitri 29:1,3 | dimitri's 71:23 | disclosure 129:7 | 98:21 167:16 |
| 29:13,24 33:17 | 144:1 172:9 | 159:7 | discussions |
| 36:9 38:8 48:23 | 187:9 203:21 | disclosures 6:8 | 149:16 |
| 51:13,13 52:20 | dinner 207:20 | 159:17 185:2 | dismissed 13:1 |
| 54:10 55:18 | 207:21,22,23 | 196:17 | distress 151:14 |
| 59:22 67:10 | diploma 17:19 | disconnection | district 1:1,2 |
| 70:7 71:4 72:12 | 62:3 | 169:11 | division 122:13 |
| 76:1,24 78:18 | diplomas 62:6 | discounted 79:4 | dma 173:25 |
| 79:21 83:3,3,18 | dire 118:21 | discovery 49:11 | doc 156:25 |
| 85:4,6,9,9 87:9 | direct 9:3 | discretionary | 157:1 158:1,2 |
| 87:17 92:15 | directly 38:7 | 170:15 | docs 157:24 |
| 93:8 94:6 98:4 | 132:21 143:16 | discuss 20:25 | document 10:23 |
| 99:11,12 100:24 | 143:22 146:3 | 33:14 34:11 | 11:16,18 22:15 |
| 100:25 103:3 | 164:16 172:18 | 51:22 53:3 | 23:10 25:4,16 |
| 104:1,7 105:18 | director 22:2 | 133:10 135:1,2 | 27:24 31:23 |
| 108:23,25 114:5 | 23:2,23 33:10 | 137:4,21 151:15 | 36:2,25 42:25 |
| 115:13 116:13 | 39:18 41:2,11 | 192:11 | 52:13,16 54:23 |
| 117:25 119:22 | 41:14 43:9,9 | discussed 29:24 | 54:24 57:3 |
| 120:14 122:15 | 44:6,7 114:11 | 39:13 42:1,7 | 59:19 60:19 |
| 122:20 123:25 | 116:24,25,25 | 72:9 81:3 89:25 | 62:23 64:3 |
| 125:18,21 | 117:3,18,19 | 95:9 102:6 | 65:12 69:15,18 |
| 127:16,16 | 122:8,16,18,24 | 117:5 121:7 | 71:20 73:17 |
| 128:25 134:20 | 123:5,7,19 | 124:19 128:24 | 76:4,15 86:2 |
| 135:14 137:1 | 126:10,12 178:1 | 140:11 142:25 | 89:19 91:21 |

[document - effect]

Page 230

| | | | |
|--|---|---|--|
| 92:2 93:1,24 94:16 97:11 98:12 113:3 128:17 142:19 150:10 151:4 156:23,24 157:4 157:6,10,12 158:10 162:7,14 174:7 177:16 196:6,7,16 documentation 30:23 61:6,8 102:3 104:6 124:18 documents 61:11,21,24,25 62:7,14,15 63:8 63:10,13 86:18 90:5,7,20 91:1 92:4 97:14,17 101:13 107:12 108:21 109:16 109:23,24 110:2 110:7,13 111:6 157:7,23 158:4 doing 41:20 81:6 93:3 122:4 125:6 160:5 203:3 dollar 159:4 164:24 201:19 dollars 79:12,13 150:13 190:21 201:16,17 | double 159:9 download 196:10 downloaded 196:6,10 drafted 92:16 dramatic 174:15 drastic 129:13 driver 19:2 drivers 18:25 driving 17:4 86:24 192:22 drop 193:13 dual 154:25 due 194:8 195:1 duly 8:23 212:6 dun 5:4 69:16 70:9,15 72:25 194:1 duration 114:25 179:21 duties 27:2 duty 12:21 e e 2:1,1 3:1 4:10 4:11,12,14,15 4:16,17,18,19 4:20,21,22,23 4:24,25 5:8,9,11 5:12,13,14,15 5:16,19,20,23 6:5,6 7:1,1 15:8 | 15:8 28:18,22 29:9,22,24 30:21 31:24 37:2 38:5,6,12 39:3,7 40:6,12 40:18,21,22 41:8 43:5,24 45:2,23 46:1,4,5 47:15 60:21,23 62:13,25 63:1,7 63:23 65:7,15 68:18 86:4,17 86:21 89:22,24 91:14 93:21 97:6 98:2,6,14 100:2,7,14 101:16,17,23 102:11,13,17,20 103:15,16,18,19 103:25 111:14 111:15,18,21,24 111:24 112:1,3 112:5,8,11,25 112:25 113:3,4 132:12,16 136:18 142:16 142:18,21,22,24 143:7 144:5,12 146:9 147:2 149:8 150:5,25 166:11 168:4,19 168:22 170:5,8 173:18 177:11 186:10 191:19 | 191:23 192:16 211:8 ea 22:8 27:14 earlier 20:16 24:2 37:6 40:25 51:17 52:24 61:16 88:7 93:14 120:2 124:19,19 162:4 176:7 187:22 195:1 early 18:2 55:5 57:17 67:12 68:1 126:6 129:5,6 130:14 207:16 earn 186:19 187:6 earned 186:18 187:6 200:13 earning 137:12 165:8 191:13 economically 30:6,13 economy 166:18 edits 78:25 eduardo 2:4,9 8:12 20:16,17 educational 17:17 effect 33:25 125:22 143:19 154:8 |
|--|---|---|--|

[effective - excess]

Page 231

| | | | |
|---|--|---|--|
| effective 41:2 177:20 181:1 effectively 29:7 101:9 123:18 134:12 181:13 effort 10:8 eighteen 17:10 either 50:8 83:3 126:5 158:1,8 169:4 176:7 elaborate 41:18 electronic 22:3 elfenbein 1:6 ellipses 147:21 emigrating 39:6 emigration 39:5 emotional 133:11,11 151:13 employed 87:21 121:2 137:8 178:11 212:13 212:16 213:9,13 employee 21:4 23:1,18 32:16 33:10 111:10 120:20 177:25 178:22,24 179:2 212:15 213:12 employee's 203:11 employees 95:22 120:17 180:16 | employer 23:13 23:15 26:20,25 55:7 66:14 153:20 204:2 employment 4:6 22:16,22 31:25 32:13 43:6,8,14 44:1,11 65:9 66:17 92:9,23 93:2 94:7 95:1 96:12 117:14,16 117:21 141:16 141:21 180:23 180:24 193:20 194:13 ended 68:5 82:12,13 93:3 136:21 ends 74:4 168:7 engaged 47:1,2 47:4 engagement 98:15 100:17 enjoy 61:3 enter 138:17 entered 69:6 74:21 95:21 138:20 184:8 entire 24:16,20 24:21 25:20 53:11 entirety 117:4 entities 19:15 110:24 | entitled 187:14 entity 22:6,8 23:24 108:24 117:18 126:11 178:2 179:2 182:11 entrepreneurs... 17:21 entry 153:7 envisioned 123:23 equal 95:16 equipment 178:17 180:2,3 equivalent 78:5 80:8 83:10 error 103:5 209:13 errors 95:24 209:3 es 212:5 escalade 33:23 34:17 esquire 2:4,13 esta 58:15,20 establishing 165:20 estoppel 12:20 12:25 evening 207:17 event 38:2 events 17:7 eventually 131:25 | evidence 78:22 evidentiary 7:25 evolution 157:18 exact 18:2,7 34:2 41:13 54:1 58:5 74:20 78:6 107:22 144:2 146:16 154:7 169:5 176:9 exactly 19:6 32:22 33:19 41:20 46:12 70:3 84:12 105:17 106:21 175:13 190:24 199:9 examination 9:3 examined 8:24 example 18:25 87:9 145:21 197:14 202:2 excel 128:14 183:7 184:4,13 184:17 186:12 196:15 except 12:24 118:12 171:3 183:12 exception 63:14 173:10 201:18 excess 19:7 |
|---|--|---|--|

[exchange - fact]

Page 232

| | | | |
|---------------------------------------|--------------------------------|-------------------------------------|-------------------------------------|
| exchange 84:9 105:20 193:12 | 69:15 71:6,11 71:17 73:7,11 | expect 138:14 | 197:23 198:25 |
| exclude 202:10 | 75:18,22 85:21 | expectation 79:7 84:20,21 | 203:1 |
| excluded 202:11 | 85:25 89:14,18 | expected 79:5 | experience 16:1 |
| exclusive 95:18 | 91:16,20 93:15 | 190:25 202:17 | 16:4 17:2 |
| executed 22:24 | 93:20,21 94:12 | expedite 210:20 | 116:11 |
| 23:1,3 180:9 | 96:14,18 97:6 | expedited 210:13,17,18 | experienced 180:14 |
| executing 176:21 | 97:22 98:1,1 | expense 6:7 | explain 32:2 |
| executive 192:5 | 99:23 100:2 | 26:23,25 76:10 | 34:4 39:16 |
| executives 29:18 | 112:6,7,20 | 76:11,20 78:9 | 76:22 94:25 |
| exemption 4:8 | 113:6 121:17 | 81:21 117:10,16 | 132:23 |
| 30:1,3,15 | 122:6 132:6,11 | 118:18 119:11 | explained 197:24,25 |
| exhausted 62:11 | 139:18,22 | 128:5 139:22 | explains 40:5 |
| exhibit 4:1,2 5:1 | 142:12,16 146:6 | 156:2 170:13 | explicit 84:15 |
| 5:3 6:1,3 10:18 | 146:9,23 147:2 | 183:4,15 | explicitly 88:17 |
| 10:22 11:3,7 | 148:12 149:4,8 | expenses 26:16 | expressed 126:19 |
| 15:18,22 22:10 | 150:1,5,21,24 | 26:19 27:4,12 | expunge 131:5 |
| 22:14 27:18,21 | 166:7,11 169:13 | 28:4 77:11 | extend 210:5 |
| 27:22 28:12,16 | 169:17 170:4,20 | 98:10 117:13 | extent 31:19 |
| 28:17 31:24 | 170:24 173:14 | 118:4,10,23 | external 89:10 |
| 35:22 36:1,20 | 173:18 175:14 | 126:11 139:25 | extra 155:20 |
| 36:24 38:15,18 | 175:18 177:5,9 | 140:3,18 141:2 | extract 148:22 |
| 39:1 40:13,17 | 180:22 182:17 | 141:14,22 142:4 | extrapolated 191:4 195:12 |
| 42:20,24 44:2 | 182:21 183:1 | 142:6,9 143:25 | f |
| 44:22 45:1 | 184:22 185:1,1 | 144:6 148:15 | face 33:5 |
| 47:11,15 48:5,9 | exhibitions 17:5 | 154:25 155:15 | facets 122:25 |
| 48:10,22 54:18 | exhibits 94:2 | 163:9,10,12 | 123:8 |
| 54:22 56:19,22 | 97:2 111:22 | 164:3 165:18 | facility 180:4 |
| 59:13,17 60:3 | exists 181:6 | 179:7,11,24 | fact 12:1,6 |
| 60:14,18 62:18 | expanded 57:25 | 180:1 183:9,19 | 102:20 128:18 |
| 62:22 63:19,23 | 114:12 117:3 | 183:24 184:5 | |
| 64:20,24 67:3,7 | 123:2 135:12 | 186:21,24 | |
| 68:14,18 69:11 | expats 98:25 | 190:23 197:16 | |

[fact - financial]

Page 233

| | | | |
|--|---|---|--|
| 139:13 141:11 181:5 200:8 202:5 factored 137:11 152:10 factual 11:22 13:9,12,20 failed 151:2,7 203:18 failure 70:17 194:1 fair 12:18 113:10 114:23 143:8 145:22 149:3 198:14 faith 12:17 181:23 182:6 familiar 22:15 57:3,6 58:19 73:16 125:4 151:3 family 46:23 61:3 138:6,7 far 124:19 175:10 187:6 194:24 fashioned 38:24 fast 42:16 fastest 102:12 fault 88:20 favor 168:3,3 february 1:15 7:4,14 47:7,9 57:16,21 65:9 | 65:16 130:15,25 131:12,15 142:17 147:4 175:19 fee 100:20 108:7 feedback 149:15 feel 35:17 feeling 60:5 fees 100:4,14 103:21 108:7 169:12 179:5,6 felt 125:23 194:2 ferot 2:13 3:4 8:9,10 9:4 10:20 11:5,9,12,15,25 12:10 13:6,11 13:22 15:2,20 22:12 25:3,6,9 25:10,18 26:2 27:9,20 28:14 35:24 36:22 38:1,17,22,24 39:2 40:10,15 42:22 44:17,24 47:13 48:7,12 48:20 49:4,12 49:14,16,18,21 49:24 50:3,5,9 50:15,18,22,25 52:1 53:9,13,15 53:17,19 54:20 56:15,21 59:15 60:16 62:20 | 63:21 64:22 66:21 67:5 68:16 69:13 71:8 73:9 75:20 85:23 89:16 91:10,18 93:17 95:7 96:16,22 96:24 97:1,5,24 99:25 104:14,20 104:22 105:3,13 105:15,16 113:14 120:18 121:4 131:10 132:8 139:20 142:14 146:25 149:6 150:3,23 156:6 166:9 169:15,21 170:3 170:22 173:16 175:16 177:7 182:19,25 184:24 186:2,6 186:8,10,11 201:15 204:15 204:23 205:10 208:10,13,15,17 209:7,10,19,21 209:24 210:3,5 210:8,11,16,21 210:25 211:1,4 211:7,10 fiance 39:22 64:15 | fiction 193:2 fiction's 193:5 fiduciary 12:21 fifteen 73:24 74:7,16 75:1 85:8 figure 201:19 file 59:4 89:2,4 108:17 111:11 118:2 121:1 124:17 125:2 128:13,14 139:15 172:10 181:13 186:23 196:12,15 203:18 filed 11:18 69:2 69:7 86:13 124:16,20,22 154:22 191:1 199:2 200:6 files 63:7 filing 72:11 152:1 194:17 197:8 202:24 fill 47:24 finance 115:18 116:3 119:10 179:20 184:11 finances 70:21 financial 26:8 70:19 77:2 81:20 83:12 88:5 93:8 |
|--|---|---|--|

[financial - founder]

Page 234

| | | | |
|-------------------------|------------------------|-------------------------|------------------------|
| 118:21 126:2 | 31:20 33:14 | 66:20 151:23 | forget 65:17 |
| 127:11 128:8 | 38:25 39:9 40:4 | 152:8 191:1,7 | 90:14 |
| 133:11 135:7 | 42:1 53:23 59:6 | 191:11 193:17 | forgot 130:11 |
| 139:10,16 | 59:9 67:15 | 194:6,11,15 | forgotten 90:17 |
| 144:25 145:19 | 69:25 70:2 | 195:8,8,18,24 | 103:10 |
| 147:15 148:15 | 80:24 81:25 | 197:2,3,5 | form 5:4 11:24 |
| 148:18 151:14 | 82:3 83:19 | 198:10,13,16,25 | 12:9 13:5,10,21 |
| 160:15 164:2 | 87:25 94:12 | 199:3,4,4,5,11 | 14:3,19,22 25:1 |
| 175:22 195:1 | 103:11 111:8 | 200:10 201:4,9 | 25:12,22 37:23 |
| financially | 122:12 127:21 | 201:12,13,24 | 37:23 44:15 |
| 181:4 212:16 | 133:18 135:24 | 202:4,8 203:7 | 56:14 66:18 |
| 213:13 | 148:7 151:10,11 | 212:23 | 69:16 70:8 91:7 |
| find 14:8 83:11 | 151:15 162:17 | fluctuates | 92:17 95:2 |
| 98:4 110:22 | 165:3 172:7,8 | 193:12 | 120:11,24 141:4 |
| 161:14 | 176:14 183:6,12 | fly 67:13 68:8,9 | 171:8 196:23 |
| fine 11:13 19:22 | 183:22 186:2 | 134:6 154:3 | formalize 55:8 |
| 19:23 49:4,7 | 189:22 190:14 | flying 67:11 | formally 91:4 |
| 70:22 97:4 | 190:15 206:22 | 68:6,7 | format 52:13 |
| finish 10:11 | 207:11,11 | focused 18:23 | formula 18:24 |
| 25:8 51:14 | 211:17 | follow 197:19 | 19:1 |
| finishing 52:21 | five 15:15 | following 52:19 | forth 152:11,13 |
| fire 66:2 | 104:24 209:5 | 67:14 77:6 | 177:2 |
| fired 21:24 | 210:19,21 | 135:5 143:12 | forty 104:24 |
| 57:25 123:17 | flagged 152:8 | 166:16 185:19 | forward 36:9 |
| 192:24 | flew 68:3 | 197:8 | 38:5 60:6,11 |
| firm 98:15,18 | flight 57:14,14 | follows 8:25 | forwarding |
| 98:23 99:16,20 | 64:10 68:20,23 | 48:17 105:10 | 132:16 151:6 |
| 100:23 101:16 | 167:10 | 169:25 204:20 | 173:23 |
| 102:17 111:1 | flights 134:11 | food 105:6 | found 13:3 |
| 189:16 | 134:13 142:2 | force 29:25 | 119:21 |
| first 8:23 9:12 | 166:18,25 167:7 | 32:19,25 134:5 | founded 39:16 |
| 9:13 18:12 | 167:9,10 | foregoing 212:4 | founder 17:23 |
| 19:12,24 20:25 | florida 1:2,20 | 212:5 213:5 | 18:10 |
| 21:22 23:9 | 2:8,17 7:16,19 | | |

[four - go]

Page 235

| | | | |
|---|---|---|---|
| four 12:21 15:15 26:18 30:18,21 44:3 fourteen 31:4,7 fourth 133:5 frame 147:14 francesca 15:11 55:6,16 67:15 98:6 131:9 133:15 138:3,5 195:19 203:23 francesca's 195:14 fraudulent 125:19 174:16 free 165:15,16 frequency 153:8 friday 177:20 friend 101:5 friends 46:23 98:22 frustrated 147:12,20 full 9:8 33:10 148:9 183:13 furniture 79:3 136:22 165:19 166:15,20 188:2 188:8 202:11,15 further 51:22 53:4 88:21 104:7 119:9 137:2 149:15 167:18,19 206:6 | 212:14 213:11 fusion 22:5 future 126:21 fyi 173:21 g g 7:1 gains 151:25 game 17:19 18:13,14,20,21 18:22 168:1 175:2 games 1:7 7:13 8:10 9:7 16:9 18:12 19:18,19 21:5,7 22:17 23:4,8,16,25 25:17 27:13,15 27:17 29:4 31:21 32:17 33:11 34:9 36:19 39:17,18 39:20 41:17,24 43:10 44:8 58:9 66:6 70:6,16 72:19 75:15,16 78:10 92:9,12 94:21 96:5 107:3 111:24 115:11 117:23 117:24 118:5,13 119:3,4 121:3 122:14 123:4,15 128:12 137:9 | 139:14 141:1 147:12 149:23 152:24 154:18 155:19 158:2,9 158:12 159:11 164:13 167:22 176:16,17 177:25 178:5,8 178:13,23 180:23 186:23 191:1 193:23 194:2,16 200:6 202:24 203:17 203:21 204:4 games's 106:4 119:19 gaming 17:2 garcia 213:3,20 gather 62:5 63:13 86:18 90:20 108:21 109:15 gathered 61:23 91:2,8 101:12 gathering 61:20 91:5 general 23:7 86:23 92:19 94:17 110:11,21 110:23 121:23 generally 58:16 173:2,3 187:1 191:5 192:10 195:10 196:24 | gentleman 20:3 genuine 208:1 george 67:13 getting 51:17 52:24 60:6 88:10 122:7 130:14 149:25 153:7 155:7 159:24 gio 69:22 74:13 give 8:17 9:24 11:12,21 51:3 55:7,17 66:13 101:19 102:2 107:25 110:7 116:18 122:10 148:13 157:14 171:2 given 42:13 71:25 95:11 185:5 192:7 196:4 211:21 gives 36:15 39:25 giving 11:8 45:16 47:21 72:3 global 123:11 go 9:13 11:21 12:11,13 13:7 18:23,24 22:18 23:9 31:23 37:2 39:9,16 45:25 48:12 49:24 |
|---|---|---|---|

[go - half]

Page 236

| | | | |
|---|--|---|---|
| 50:19 53:9 54:3 54:4 72:19 86:12 88:20 96:24 102:16 105:1 109:7 110:1 113:15 121:7 135:19 141:8 142:21,22 152:17 165:15 165:16 167:17 169:4,19 171:21 172:6 184:20 185:9 206:7 goal 21:6 56:16 goes 51:16 52:23 55:4 going 7:5 10:9 10:21 11:6 12:11 14:7 15:21 19:14 22:13 27:22 28:16 34:20 35:25 36:23 38:18 40:16 47:14 48:8,21 49:8 51:3,4,4,10 52:8,17 53:10 54:21 56:22 59:16 60:17 62:21 63:22 64:23 67:6 68:17 69:5,14 69:24 71:9,10 74:22 75:21 | 85:24 88:3 89:17 91:19 93:20 97:1 100:1 102:16 104:25 113:15 129:12 130:20 131:7,8 139:21 140:17 142:15 146:8 149:7 150:4,18 156:3 159:4 164:24 166:10 169:16 169:17 170:23 172:3 173:17 175:17 177:8 182:14,20 184:25 206:9 207:5 208:2 210:5 gonzalez 1:21 7:8 212:3,22 good 7:2,7 8:9 9:5,6 12:17 19:5 51:12,18 52:20 52:25 57:17 60:5 94:5 104:15 115:14 116:10 135:18 196:11 google 156:25 157:1,7,12,22 157:24 158:1,2 158:4,10 | gotten 191:15 191:15 government 30:16,25 107:18 153:16 160:20 171:5,8,11 182:9 gran 18:22 grand 17:6 grant 95:18,19 granted 30:2 great 208:18 green 45:13,21 190:15 griffin 1:4,13 3:3 4:12 5:17,18 7:12,12 8:13,20 8:22 9:5,10 28:20 39:4 40:22 41:1 45:4 47:19 48:23 55:1 57:8 59:23 60:21,24 63:1,9 63:25 65:8 67:8 68:20 71:15 76:3 86:4 89:22 93:22 97:8 98:2 98:3 100:3 105:17 123:16 132:12 139:23 146:10 147:3,10 149:11 150:6,9 150:25 166:12 170:6 173:20 | 175:7,19 177:12 211:21 ground 9:14 group 1:17 2:14 19:16 192:4 guarantee 116:23 124:5,6 guaranteed 24:8 93:7 105:24 119:20 guarantor 69:24 71:5 72:4 72:6,9,12,19 73:5 106:8 114:15,20,21,24 115:9,11,22,24 116:1,8 119:20 guess 34:7,19 42:17 76:25 104:8 116:4 118:20 119:21 121:14 122:14 127:1,20 140:15 141:5 143:14 144:9 152:7 167:21 176:19 181:22 207:10 gustavo 20:4,17 76:16 132:13 guys 36:9 |
| | | | h |
| | | | half 159:4 164:24 |

[halfway - hoops]

Page 237

| | | | |
|---------------------------------|-----------------------|------------------------|------------------------|
| halfway 104:22 104:23 | 148:16 197:4 | hi 40:25 45:8 | 82:18 84:18 |
| hand 7:5 8:16 | happening 89:6 | 61:2 65:16 76:9 | 85:3 86:1,6 |
| 11:13 15:21 | 129:13 | 86:7 90:9 98:4 | 98:11 107:19 |
| 35:25 40:11,16 | happens 209:14 | 149:12 166:13 | 109:8,14,25 |
| 48:21 69:14 | happier 146:17 | 170:7 | 115:7 119:2 |
| 71:9,10 85:24 | happy 61:2 | high 202:23 | 124:7 128:23 |
| 89:17 96:17 | 143:21 182:10 | higher 136:11 | 132:14,18 133:9 |
| 100:1 132:10,11 | hard 116:9 | 151:15 159:24 | 139:5 143:2 |
| 139:21 142:15 | head 57:16 | 202:22 | 147:6 150:8 |
| 146:8 147:1 | 111:2 122:17,22 | highest 24:13 | 157:11 159:14 |
| 149:7 150:4,18 | headed 57:21 | 96:4 151:22 | 162:11,20 167:2 |
| 166:10 169:16 | heading 66:3 | 159:6 165:4 | 172:2 177:10 |
| 170:23 173:17 | health 190:20 | highlight | 181:2 183:5 |
| 175:17 177:8 | 190:23 203:9 | 200:25 | 185:12 189:11 |
| 182:20 184:25 | 206:23 207:2 | highlighted | 189:24 193:11 |
| hanging 10:21 | healthcare | 133:25 202:18 | 207:4 210:4 |
| 11:6 22:13 | 106:6 114:13,15 | highlighter | hoa 94:8,14 |
| 27:22 28:16 | 121:10 153:15 | 200:25 | holmes 15:11 |
| 36:23 42:23 | hear 13:13,23 | highlighting | 55:16 64:15 |
| 44:25 47:14 | heard 81:19 | 187:19 | 68:2,23 |
| 48:8 54:21 | hearing 8:14 | highly 211:16 | home 79:3 |
| 59:16 60:17 | 52:6 98:19 | hints 34:7 | 160:21 167:18 |
| 62:21 63:22 | heat 164:8 | hire 65:25 66:7 | 172:4 |
| 64:23 67:6 | heated 143:14 | 121:19 | honest 49:20 |
| 68:17 73:10 | hello 94:4 | hired 120:23 | 127:4 |
| 75:22 91:19 | help 10:13 | hiring 137:17 | honesty 167:22 |
| handle 88:23 | 80:15,16 94:14 | history 5:25 | hood 20:2,14,15 |
| handling 110:20 | 107:21 181:18 | 170:25 171:4 | 58:8 123:15,17 |
| happen 119:16 | helping 80:12 | hmm 16:6 17:18 | 149:12 167:16 |
| 135:17 202:23 | 108:14 | 19:21 20:24 | 173:24,25 174:5 |
| happened 46:14 | hereto 212:16 | 48:25 52:15 | 174:15 175:3,8 |
| 57:20 104:3 | 213:13 | 55:9 57:10 | 176:20 177:12 |
| 140:6 146:2 | hey 36:8 125:3 | 59:12 65:23 | hoops 159:9 |
| | 131:9 | 66:23 73:14 | |

[hope - incurred]

Page 238

| | | | |
|---|--|---|--|
| hope 51:13 52:20 61:2 86:8 94:4 hoped 165:20 hotel 31:6 46:13 81:16 hour 104:25 209:9 hours 209:5 hr 29:7,8 77:3 111:2 huh 14:20 human 43:22 hundred 134:8 hurdle 31:22 | 96:15 97:23 99:24 132:7 139:19 142:13 146:7,24 149:5 150:2,22 166:8 169:14 170:21 173:15 175:15 177:6 182:18 184:23 identify 8:7 identifying 32:4 illustrate 201:25 imagine 52:7 immediately 134:3 immigrating 60:23 immigration 36:11,18 61:4 74:12 85:5,10 91:6 97:17 99:2 102:17 103:2,4 108:7,12 124:20 125:1 153:5 imminent 70:16 193:25 impact 81:5,20 127:10 128:8 132:24 163:16 impacted 145:19 impacting 126:17 | impasse 148:17 important 115:19 116:6 124:1 134:2 207:1,1 impossible 176:24 impressed 38:20 115:14 116:7 improper 14:8 imputing 194:7 incentive 93:13 119:25 145:8 incentives 143:4 143:11 144:5,18 146:1 148:13 incentivized 144:20 include 137:15 203:22 included 39:13 90:11 94:7 98:7 106:19 112:15 137:16 includes 48:10 including 46:23 98:9 155:21 171:1,2 194:8 income 71:24 92:8,11,11,25 94:22,24 96:11 121:22 138:19 139:11 151:15 152:1,9 153:18 | 154:17 190:22 190:22 193:24 194:18 195:13 197:15,23 200:5 202:3,22,23 203:8 incompetence 180:13 182:16 incorporated 7:13 18:1 22:9 incorporation 18:7 incorrect 102:19 147:16 155:6 incorrectly 95:21 153:7 increase 96:7 193:8 incredibly 88:10 incur 179:24 186:25 189:5 202:17 incurred 26:22 27:1 77:4,15 79:7 130:2 163:7 179:8 187:8,20,21 188:3 189:4,18 190:11 195:13 198:22 202:20 203:19,20 |
| i | | | |
| idea 21:3 139:8 identification 10:19 11:4 15:19 22:11 27:19 28:13 35:23 36:21 38:16 40:14 42:21 44:23 47:12 48:6 54:19 56:20 59:14 60:15 62:19 63:20 64:21 67:4 68:15 69:12 71:7 73:8 75:19 85:22 89:15 91:17 93:16 | | | |

[incurring - july]

Page 239

| | | | |
|---|---|---|---|
| incurring 126:21 181:9,10 181:11 | 196:17,21 initially 91:13 91:13 93:5 | 155:13 interpreters 209:13 | 64:1,7,9,12 83:4 83:14 84:1,14 87:6 100:4 |
| indefinite 206:11 | 102:6,8 112:5 115:20 153:22 | intimated 38:8 introduced | 129:4,5,6,17 132:15,17 |
| indefinitely 84:23 | input 195:19 inquired 112:11 | 61:17 introduction | 139:23 156:11 156:16 158:16 |
| indianapolis 29:19 | 114:8 insistent 114:6 | 37:9 ip 178:18 | 160:8 164:15 165:9 172:9 |
| indication 136:16 | insolvent 129:11,12 | 181:12 ipad 56:24 57:1 | 173:21 185:21 jason 151:6 |
| individually 72:6 | installments 95:13 | isolation 31:1 issue 98:19 | 167:16 170:14 170:14 |
| indy 175:25 176:8 | instruction 100:17 | 107:4,17 126:22 162:17 | jeff 2:18 jeopardize |
| indycar 29:18 35:12 168:1 | instructions 99:8 | issues 26:8 42:18 85:7 | 153:9 job 1:22 43:8 |
| 172:5,8 176:23 influx 74:12 | insurance 190:20,23 203:9 | 101:7 129:9 160:3 167:25 | 63:15 136:25 153:19,25 154:6 |
| information 32:4 33:2 36:15 | 206:23 207:2 intended 7:24 | item 43:7 162:16,19 | 154:23,24 john 70:7,8 |
| 40:1 45:9,18 47:22 48:10 | 32:15 103:20 130:19 | 203:25 items 158:22 | join 21:5 67:15 135:16 |
| 71:16 86:18 87:4,7,18 88:21 | intent 26:10 intention | 165:2 188:7 itinerary 63:24 | joined 59:9 jointly 152:1 |
| 90:18 95:20 98:5 102:18 | 135:20 interested 34:21 | 63:25 68:19 j | joke 207:25 judge 14:13 |
| 119:10,21 125:25 | 212:17 213:14 interesting | jack 40:22 123:16,16 175:7 | judgment 209:25 210:7 |
| informed 59:3 initial 6:8 74:3 | 167:21 193:5 internally | 175:11,11 january 38:11 | july 47:5 133:19 134:16 136:18 |
| 80:25 101:2,23 101:24 172:4 | 110:23 internet 46:18 | 57:24 58:10,11 60:22 61:14 | 168:18,23 199:1 199:8,16 200:2 |
| 185:2 193:15 | 155:5,7,7,8,11 | | 200:13 202:1 |

[jump - leading]

Page 240

| | | | |
|------------------------|------------------------|-----------------------|------------------------|
| jump 159:8 | keep 11:9 | knowledge 12:5 | 102:21 103:16 |
| june 97:9,16,19 | 136:19 158:24 | 12:8 13:18 28:5 | 112:8,10 |
| 97:20 112:18 | 192:22 202:2 | 37:20 98:20 | la 172:17 |
| 150:15 151:2,8 | kept 111:8,12 | 212:11 213:8 | lack 98:20 |
| 172:22 185:18 | 193:14 | known 143:17 | 121:14 122:2 |
| 192:1 | key 39:13 | 149:9 | 167:21,22 |
| junior 16:11 | 175:23 | kozko 5:17,18 | language 34:2 |
| jurisdiction | kill 130:20 | 29:1,3,13 33:17 | lastly 186:24 |
| 126:24 | knew 62:15 79:9 | 42:8 48:24 55:1 | late 20:1 67:12 |
| justify 160:2 | 107:17 | 55:14 57:8 | 67:23 126:5 |
| k | know 9:24 10:2 | 59:22 60:5 67:8 | 129:5,6 207:16 |
| kartkraft 18:17 | 11:10 19:6 22:8 | 67:20 71:4,16 | 207:16 |
| 19:4 20:7,20,22 | 33:17,17 34:15 | 73:4 76:1,2,7,9 | launch 111:11 |
| 20:23 21:3,9,11 | 37:20 49:10 | 79:15 80:4,20 | 149:24,24 176:1 |
| 51:16 52:23 | 50:2 51:21 53:3 | 93:23 98:2,4 | 176:2 |
| karts 18:24,24 | 54:14 55:23 | 100:3 105:18 | launching 59:24 |
| katsman 36:14 | 56:9 68:4 70:7 | 115:9 127:16 | 59:24 176:4 |
| 36:17 37:7,11 | 71:12 77:5,12 | 128:25 132:17 | law 1:17 2:5,14 |
| 39:4,11,25 45:5 | 79:8 80:15 94:9 | 132:20 139:23 | 8:24 98:15 |
| 45:16 46:5 | 101:7 103:14 | 140:10 142:17 | 100:23 101:15 |
| 47:18,21 51:23 | 107:7 111:7 | 143:3 146:10 | 111:1 126:23 |
| 60:22,25 61:1 | 124:2 129:25 | 147:3 156:11,17 | 129:16 189:16 |
| 61:17 62:4,25 | 130:10,22 | 158:17 162:12 | lawful 8:23 |
| 76:25 85:10 | 132:25 135:20 | 165:22 173:20 | laws 8:1 |
| 86:5,7 88:14,21 | 144:1 145:6,17 | 173:21,25 174:2 | lawyer 25:15 |
| 89:23 90:3 97:7 | 148:22 159:11 | 175:19 187:22 | 36:11 65:20 |
| 97:14,18 98:20 | 159:16,25 160:8 | 188:9 190:8 | 125:4 147:16 |
| 102:24 103:17 | 161:1,4,7 | 204:25 205:17 | lawyers 100:14 |
| 112:11 125:11 | 169:10 174:1,9 | l | laying 126:21 |
| 191:20 197:6 | 196:1,2 208:21 | l 15:8 40:4,4 | leadership |
| katsman's 37:14 | 208:21 210:12 | 45:11,14,17,20 | 54:15 89:8,10 |
| keen 54:14 55:7 | 211:8 | 59:1 61:7,7 86:9 | 122:12 192:5 |
| | knowing 37:22 | 88:14 102:11,15 | leading 21:10 |

[lease - loss]

Page 241

| | | | |
|--|---|--|---|
| lease 5:6 69:22 72:1 73:5,12,20 73:21,23 74:4,8 74:10,21 75:6,6 81:19 82:4,14 82:15 91:25 104:6 114:25 119:18,19 136:21 163:9,10 163:12,20,22 164:3 165:18 166:20 167:14 168:7,11,14,23 168:25 180:9 184:3 193:24 | legally 130:13 leisure 58:22 letter 4:8 5:10 32:12,21 33:3,9 43:2,19 44:13 66:20,22,24,24 66:25 91:24 92:6,7,20 94:2,8 94:13,19 95:4 98:15 100:17 113:5 121:13,23 121:25 126:13 151:8,10,11 194:4 letterhead 69:16 letters 180:22 liability 158:21 187:7 liable 126:12 160:18 169:1 187:2 licensing 126:17 lied 168:2 life 165:20 208:3 lifelike 203:4 lifetime 182:15 likely 57:15 67:13 168:9 211:16 limited 21:5 23:17 178:13 limits 170:16 | line 128:15 162:15,18 183:12,22 190:14 195:5,7 198:21 203:25 207:10 lines 175:10 197:25 link 98:7 linkedin 4:5 15:22 20:2 liquidated 181:14 list 63:7,10 90:7 91:1 110:2 151:14 183:9 listed 187:15 little 16:3 17:16 18:19 38:21 51:22 53:4 98:17 117:17 131:23 189:9 live 15:3 16:14 116:4 196:7 living 134:21 135:23 136:6 137:10 201:22 202:3 203:1,10 location 1:17 34:10 54:17 142:1 180:4,5 locked 31:6 lodge 118:12 | long 16:12 17:8 31:3 32:23 72:11 73:23 129:25 143:18 152:20 179:17 206:17 longer 155:1 165:12 176:16 178:22 181:4 look 23:20 27:23 40:21 49:21 65:14 89:23 113:6 127:22 169:4,12 180:21 183:6 197:14 198:20 198:25 199:11 201:1 209:3 looked 70:22 137:12 158:8 looking 36:9 51:18,24 52:25 53:6,21,24 60:6 60:11 118:13 144:20 170:4 172:5 184:13 185:10 197:12 201:3 203:8 looks 39:11 57:6 148:12 184:3 lose 189:5 losing 126:16 loss 79:1 133:7 153:18 154:17 |
|--|---|--|---|

[loss - making]

Page 242

| | | | |
|---|--|--|--|
| 158:25,25 173:1 198:6,21 199:1 199:21 200:1,3 200:10,11 201:10,14 losses 77:5,6,8 77:11,15,17,18 78:5,6,8,24 79:1 79:7,17 80:22 81:3,11,14 101:3 104:9 127:8,12,17 128:6,7,14,22 129:19 130:2 131:19 132:10 139:14 143:1,20 144:19 147:15 148:15,24 149:22 151:14 151:15 155:19 155:23 160:6 161:18 162:5,10 162:18 163:3,3 163:5,6,25 164:8 187:8,10 187:23,24 188:3 188:4,9,20,21 188:22,24 189:1 189:2,4,6,7,9,13 189:18 190:1,9 190:10 198:16 198:17,20 203:19 | lost 77:19 98:9 199:3,5 lot 29:20 35:6 40:22 119:21 157:10 169:8 lots 176:6 low 152:9 202:23 lower 93:9,13 119:23,25 120:4 188:6 195:3 lump 81:6 lunch 104:14 205:7 lying 33:8 161:5 m m 15:8 made 26:21,24 38:9 77:16 78:12,24 82:9 85:4 99:3 103:5 103:5 104:7 105:18 106:14 111:22 115:8 117:9 118:19 122:23 123:15 129:7,24 131:17 135:17 136:15 146:18 150:20 160:24 161:2 162:5,12,25 163:20 171:10 176:20 177:22 | 180:14,15,18 187:16,18 189:15,20,21 194:24 196:24 202:19 205:2,13 205:21 206:20 mail 4:10,11,12 4:14,15,16,17 4:18,19,20,21 4:23,24 5:8,9,11 5:12,13,14,15 5:16,19,20,23 6:5,6 28:18,22 29:9,23,24 30:21 31:24 37:2 38:5,6 39:3 39:7 40:12,18 40:21,22 41:8 43:5,24 45:2,23 46:1,4,5 47:16 60:21 62:13,25 63:2,7 65:7,15 86:4,17,21 89:22,24 91:14 93:21 97:6 98:2 98:14 100:2,7 101:16,17,23 111:14,21,24 112:3,5,8,11,25 112:25 113:3,4 132:12,16 136:18 142:16 142:18,21,22,24 143:7 144:5,12 | 146:9 147:2 149:8 150:5,25 166:11 168:4,19 168:22 170:5,8 173:18 177:11 192:16 211:8 mailed 186:10 191:19,23 mailing 60:24 mails 38:12 111:15,18,24 112:1 major 134:9 majoring 17:21 make 10:7,10 18:12 19:14 31:14 41:22 51:25 52:18 53:7,21,24 66:3 90:6 99:17 115:17 122:17 126:23 128:3 140:10,23 144:17,22 145:4 145:14 148:20 148:25 156:1 159:17 163:24 175:25 177:3 184:11 205:5 makes 159:5 181:25 making 24:10 37:9 41:17 122:22 125:19 |
|---|--|--|--|

[making - meeting]

Page 243

| | | | |
|--|---|---|---|
| 149:22 161:2 167:17 174:16 175:2 malatova 5:10 malavolta 29:2 29:5 65:8 66:7 93:21 97:8 113:7 121:17 149:10 malavota 65:8 65:16 management 42:18 154:11,12 manager 20:5 43:22 154:8 mandated 122:23 manipulate 168:2 manner 8:1 march 21:14 24:2 40:20 43:15 57:17 59:5,7,8,10 67:9 67:23 146:19 210:2,3 mark 10:22 11:7 15:22 22:14 27:22 28:17 36:1,11 36:14,17,24 37:7 39:3 40:16 42:24 45:1,8 46:11 47:15 | 48:9 54:22 56:23 59:17 60:18 61:2 62:22 63:23 64:24 67:7 68:18 69:15 71:10 73:11 75:22 85:25 86:7 89:18 90:9 90:23 91:20 93:20 96:18 98:1 100:2 108:12 112:10 112:11 132:11 139:21 142:16 146:9 147:1 149:8 150:5,24 166:10 169:17 170:24 173:18 175:18 177:9 182:21 185:1 191:20 197:6 marked 10:18 11:3 15:18 22:10 27:18 28:12 35:22 36:20 38:15 40:13 42:20 44:22 47:11 48:5 54:18 56:19 59:13 60:14 62:18 63:19 64:20 67:3 68:14 | 69:11 71:6 73:7 75:18 85:21 89:14 91:16 93:15 96:14 97:22 99:23 132:6 139:18 142:12 146:6,23 149:4 150:1,21 166:7 169:13 170:20 173:14 175:14 177:5 182:17 184:22 markel 98:15 99:20 102:3 103:7,8 125:14 125:18 163:22 164:11 189:16 189:18 markel's 164:14 market 18:15 married 15:9 39:22 46:25 47:6 57:16,22 109:3 130:13 massive 74:12 mat 144:21 material 133:7 math 183:25 matter 7:12 24:22 maura 2:4 49:6 mean 31:16 53:24 72:17 77:13 88:22 | 90:16 113:17 115:5 127:7 129:20 136:9 138:4,19 171:7 175:9 183:17 209:1 meaning 108:6 188:8 means 8:2 9:17 25:19 35:3 65:22 139:10 174:18 178:3 210:20 meant 30:14 56:11 86:24 115:15,16 154:3 204:25 210:17 measures 129:13 mechanism 94:23 117:21 163:25 mediation 179:21 medical 105:25 106:3,5 116:23 120:7,9 152:4 153:12 206:16 meet 30:12 172:24 176:24 176:25 meeting 29:18 78:23 162:25 |
|--|---|---|---|

[meetings - month]

Page 244

| | | | |
|---|--|---|---|
| meetings 88:2 89:9 melbourne 15:6 16:16,18 64:1 68:22 166:19 167:4 memo 184:16 mentioned 24:2 29:22 54:10 61:25 62:7 64:8 72:4 76:24 79:11 101:2 127:9 143:19 144:24 194:25 195:2 merely 79:6 133:25 190:10 201:25 207:10 message 5:7 20:2 36:7 37:6 48:23 59:18 67:18 111:8 147:5 148:3 messages 60:3 75:23 met 102:9 107:8 176:11 metrics 148:18 mia 76:10 miami 1:20 2:8 2:17 7:16 33:15 34:5,18,23 35:2 35:5 39:21 42:8 51:20 53:2 54:3 | 54:4,15 55:19 58:11,11 60:11 64:1,5,18 65:1,3 67:12,15,23 68:22 69:1 73:22 74:9,22 81:16,22 92:1 96:9 105:20 106:19 113:17 113:18 114:3 116:21 123:11 123:18 128:9 133:6,19 134:22 135:3,7,23 136:6,20 137:10 152:12 165:12 172:17 188:6 193:3 200:16,18 200:19 204:8 206:2,4,14,18 206:22 mic 50:16 mid 57:15,21 128:24 129:17 131:21 162:12 164:15,21,22 190:8 205:1 middle 78:13 127:24 190:6 midtown 69:22 74:14 might've 155:5 migrated 98:22 | million 159:4 164:24 mind 50:6,19 minimize 81:4 163:17 164:1 167:18 minimized 127:13 128:7 minute 11:21 169:20 minutes 104:24 miscalculated 136:5,10 misrepresent 104:2,3 132:22 143:15 misrepresenta... 38:9,13 104:8 125:20 missed 92:4 missing 12:6 13:19,20 mistakenly 180:18 mistakes 99:3 misunderstan... 15:1 mm 16:6 17:18 19:21 20:24 48:25 52:15 55:9 57:10 59:12 65:23 66:23 73:14 82:18 84:18 | 85:3 86:1,6 98:11 107:19 109:8,14,25 115:7 119:2 124:7 128:23 132:14,18 133:9 139:5 143:2 147:6 150:8 157:11 159:14 162:11,20 167:2 172:2 177:10 181:2 183:5 185:12 189:11 189:24 193:11 207:4 210:4 modification 188:1 modifications 162:25 184:11 196:1,24 modified 196:3 modify 44:10 128:18 moment 52:9 92:3 182:12 monday 39:4 money 77:19,22 79:20 98:9 117:23 118:22 127:13 131:23 148:22 179:22 month 74:7 83:8 87:22 88:7 110:15 111:13 |
|---|--|---|---|

[month - necessarily]

Page 245

| | | | |
|--|---|--|--|
| 113:12 152:25 153:1,2 167:3 169:3 176:8 191:13 193:9 197:19 198:8 203:6 month's 166:19 169:6 monthly 74:14 184:3 months 17:10 56:9 73:24 74:16,17 75:1 83:11 84:1,11 87:20,23 90:7 185:13,19 199:7 morning 7:2,7 8:9 9:5,6 51:12 52:20 67:9 motion 88:11 209:25 motives 144:2,3 motor 17:5 motorsport 7:13 8:10 9:7 17:6 19:13,15,18,18 19:19,19,25 20:7 21:1,5,7 22:17 23:4,8,16 23:25 24:14 25:17,21 26:6 27:10,13,15,17 28:10 29:4 31:21 32:17 | 33:10 34:8 36:19 37:21 39:17,18,20 41:17 43:10 44:7 58:8 66:6 67:1 70:5,6,16 70:18 72:7,19 75:4,15,16,16 76:19 80:5 82:2 82:21 83:24 84:6 92:9,12 93:19 94:20 96:5 97:17 99:8 100:25 106:4 107:3,15,17,20 108:25 109:9 111:24 115:11 117:22,24 118:5 118:10,13 119:3 119:4,19 120:20 120:23 121:3,19 123:4 124:4,23 128:12 137:4,8 138:24 139:14 141:1 148:13 149:18,23 152:24 154:16 154:18,18 155:16,18 158:1 158:9,12 159:11 164:13 166:23 166:24 167:22 170:18 171:14 177:25 178:5,8 | 178:11,13,23 179:3 180:11,23 180:25,25 181:17,17 186:23 187:2,16 187:17,17 191:1 193:21,23 194:2 194:16 200:6 202:24 203:14 203:17,21 204:4 205:2,6 207:6 motorsport's 124:25 158:5 motorsportga... 28:23 motorsports 1:7 move 28:15 34:16,23 35:2,9 35:15,18 38:18 51:20,25 53:2,7 53:21,24 54:2 55:18 56:22 60:11 68:24 89:13 93:20 97:25 122:6 133:1,6 135:6 135:21 156:3 170:10 208:2,3 210:7 moved 67:22 68:2 77:13 81:22 83:19 123:11 138:23 197:9 | movement 88:11 moving 26:14 35:5 80:22 84:21 98:9 172:18 174:3 180:3 188:6 193:3 msg 65:25 msgm 41:2 msgm380 49:22 52:14 multi 59:24 multiple 175:22 176:14 mutual 146:4 n n 2:1 3:1 7:1 15:8 name 7:4,8 8:9 9:8 15:10 22:4 36:11 71:2,4 103:11 named 151:7 names 103:9 nascar 163:13 164:8 176:23 natural 153:9 nearly 130:3,5 134:10 139:17 168:20 necessarily 26:22 159:25 |
|--|---|--|--|

[necessarily - numerous]

Page 246

| | | | |
|------------------------|-------------------------|-------------------------|-----------------------|
| 174:14 | neil 179:19 | nicholas 9:10 | notices 182:16 |
| need 10:2 39:22 | neither 212:12 | nidelis 1:21 7:8 | notified 178:7 |
| 49:6 56:24 57:1 | 213:9 | 212:3,22 | november 21:19 |
| 61:11 63:10 | net 197:13,15 | niece 109:3 | 55:2 75:25 82:7 |
| 65:18,19,21 | 198:4,6,6,11,12 | night 34:14 | 126:6 153:3,11 |
| 77:19 86:23,25 | 199:1,19 200:2 | 76:14 170:9 | 161:3 173:11 |
| 86:25 90:4,6,8 | 200:5,7,10,11 | nine 56:8 | 175:21 177:20 |
| 108:16 121:18 | 200:13 201:2,4 | 133:16 134:13 | 177:23 181:1 |
| 148:9 157:24 | 201:10,14 | nineteen 156:5 | number 7:14 |
| 158:2,14 164:18 | 202:23 | 156:7 168:11,13 | 10:22 11:7 |
| 167:19 181:3,13 | netsuite 6:7 | 168:17 | 26:18 27:23 |
| 181:14 192:18 | 98:10 118:6 | ninety 152:18 | 28:17 32:8 |
| 210:10 211:16 | 119:1 140:2,3 | 152:19 | 36:24 38:19 |
| 211:17 | 183:4,10 | non 10:15 | 43:7 44:4 45:1 |
| needed 55:5 | netted 200:8 | normal 128:5 | 48:9,22 52:13 |
| 56:11 62:5,14 | 203:5,7 | 132:5 141:14 | 56:23 59:17 |
| 62:15 87:11 | network 108:25 | 156:2,22 | 62:22 67:7 |
| 89:5 96:10 | never 26:11 | normally | 68:18 70:9 |
| 101:13 102:4 | 38:2,4 85:7,9 | 150:15 | 71:11 73:11,25 |
| 130:1 193:23 | 104:8 111:15,18 | northwest 1:18 | 91:20 96:18 |
| needs 126:20 | 124:16,20 | 2:15 7:15 | 112:6,20 122:6 |
| negative 200:20 | 125:15 128:16 | notary 1:21 | 130:16 132:11 |
| 200:20 | 158:20,20,20,21 | 7:17 212:1,23 | 147:2 156:7 |
| negligence | 175:24 178:24 | note 65:17 | 160:19 162:15 |
| 76:25 | 180:9 192:9,15 | 157:9 164:10 | 166:11 170:5,24 |
| negotiate 20:6 | 204:5 208:8,8 | notes 111:23 | 173:18 177:9,20 |
| 146:5 | new 41:14,21 | 156:10,14,15,19 | 199:9,10,22 |
| negotiating | 42:13 44:11 | 156:21 157:10 | numbers 194:7 |
| 146:21 149:18 | 51:15 52:22 | 157:17 158:17 | numerated |
| negotiation | 61:2 66:17 | 161:20,22,23 | 124:3 |
| 176:6 | 102:2,17,18 | 162:1 | numeration |
| negotiations | 119:21 122:7 | notice 4:3 10:25 | 93:4 116:22 |
| 21:2 | nice 50:2 153:15 | 55:7,17 177:15 | numerous |
| | | 182:8 195:14 | 206:21 |

[o - okay]

Page 247

| | | | |
|------------------------|------------------------|-----------------|-----------------|
| o | 188:16,18,22 | 14:6,14,18,24 | 68:11,17 69:1,7 |
| o 7:1 15:8 | 189:2,12,14,21 | 15:12,16 16:3 | 69:14,23 70:4 |
| oath 9:15 | 190:2,6,6,8,9 | 16:10,22,25 | 70:18,24 71:9 |
| oaths 7:18 | 205:1 | 17:3,14,16,22 | 72:13 73:1,10 |
| object 10:13 | offer 66:20 | 18:16 19:24 | 73:23 74:18,25 |
| 49:8 53:10 | 92:20 94:19,25 | 20:6,9,14,20,23 | 75:12,21,21 |
| objection 7:20 | 95:4 121:13,23 | 21:6,12,16 | 78:1 80:11 |
| 8:15 10:14 | 121:25 153:19 | 22:13,18 23:3,9 | 81:10,22 82:21 |
| 11:24 12:9 13:5 | 154:23,24 194:4 | 23:18,20,24 | 83:16,23 85:15 |
| 13:10,21 14:3 | 204:2 208:1 | 24:1,9 25:19 | 85:24 87:1,19 |
| 14:10,18,21 | offered 16:20 | 26:5,11,14 | 88:20 91:19 |
| 25:1,8,12,22 | 72:12 73:6 | 27:10,14,21 | 93:4,18 96:1,7 |
| 27:6 44:15 | offering 143:24 | 29:3,5,8,15,20 | 96:19,20 99:5 |
| obviously 89:4 | 144:4 | 30:18,23 32:18 | 99:19 100:1,13 |
| 130:24 136:2 | offers 37:12 | 32:24 33:5,13 | 100:22 101:9,10 |
| 138:20 151:22 | 143:7 | 34:11,23 35:1,8 | 101:19 102:2,16 |
| 173:22 192:24 | offhand 34:19 | 36:7,23 37:14 | 102:23 103:6,12 |
| 194:25 | office 39:21 | 38:18 39:9 | 103:14,22 106:5 |
| occasion 175:22 | 90:6 105:20 | 40:10 41:10,25 | 106:25 107:13 |
| occur 176:3 | 113:17,18 | 42:10,13,23 | 108:14,19 109:7 |
| occurred 41:25 | 116:21 118:1 | 43:23,25 44:13 | 109:20 110:6 |
| 125:20 | 128:12,13 159:6 | 45:20,23 46:8 | 111:3 113:6 |
| october 41:8 | 172:20 180:6 | 46:18,21,25 | 116:14,20 117:7 |
| 42:6 43:2,10 | 192:10 206:2,15 | 47:14 48:3,8,9 | 117:13 118:9 |
| 45:5 46:4 47:19 | 207:14 210:15 | 49:17,23 50:3 | 119:1,6,12 |
| 53:23 76:23 | 211:6 | 50:25 51:2 52:5 | 120:3,6,22 |
| 78:13,14,15 | officer 165:4 | 52:8 53:15 54:7 | 123:13,20 124:4 |
| 79:16 98:8 | 212:3 | 54:21 55:4,13 | 124:9,22 125:5 |
| 102:6,7,7 126:5 | official 130:22 | 55:20 56:4,11 | 129:2,15 130:10 |
| 127:24 128:2,24 | officially 26:7 | 57:13 58:10,24 | 130:24 131:25 |
| 129:17 131:22 | 61:4 | 59:10 62:4,8,10 | 132:3 133:4,23 |
| 161:3 162:5,12 | okay 9:11,13,17 | 62:21 63:16 | 134:17 135:11 |
| 187:23 188:13 | 10:17 11:6,21 | 64:14,23 65:4 | 135:22 136:5,19 |
| | 12:6 13:19 14:2 | 66:13,16 67:19 | 136:19 137:2,15 |

[okay - paid]

Page 248

| | | | |
|---|---|--|---|
| 137:20,25 138:14,17 139:21 140:10 140:17 141:1,15 142:5,15 143:24 144:14 145:7,13 145:22 146:8 147:1 148:7,11 149:7 150:4,18 151:15 152:4,20 153:12,18 154:5 154:14,16,20 155:15,25 156:3 156:24 157:3,14 158:4,16 160:8 161:1,6,23 162:1,4 163:12 163:21 165:6,15 165:22 166:4,23 167:13 168:10 169:16 170:18 170:23 171:13 171:21 172:15 173:5,8 174:25 175:17 177:8,23 178:6 180:21 182:20 183:22 184:13,25 185:13,18 186:4 186:7,12 187:1 188:7,17,17 190:2,12 191:18 192:23 193:8,17 194:6,6,21 | 195:6,24 196:16 197:1,11,18,24 197:24 199:15 199:17 200:12 201:20 203:13 204:10 205:13 205:22 206:1,13 206:16 207:3,9 207:15,18,22 208:5,7,10 210:21 211:10 211:18 olano 7:4 8:5 old 15:14 38:24 once 59:5 66:8 66:11,11 69:6 81:2 103:21 115:20 120:22 ones 91:2 184:7 ongoing 149:16 online 157:25 158:10 196:14 oops 10:22 open 31:11,12 166:20 opening 21:7 operating 182:6 opinion 27:7 opportunity 43:17 135:12,13 oppose 210:9 opposing 53:16 opposite 139:13 | option 40:4 102:17 103:19 options 40:2,2 45:24 74:13 102:10,11 oral 205:14 orange 190:16 198:5 ordeal 49:6 order 211:12 ordering 209:18 original 77:9 146:19 162:17 originally 130:19 136:12 ought 34:15 outcome 85:14 199:4 212:17 213:14 outright 140:25 outside 16:23 29:11 83:16 86:12 91:3 111:1 128:11,12 overcommitted 176:18 overrun 77:4 oversaw 123:18 overseas 155:8 oversee 41:16 overseeing 168:1 oversight 123:1 123:3,11 | own 145:7 151:25 181:22 182:14 p p 2:1,1 7:1 p.m. 1:16 105:7 105:11 169:22 170:1 204:17,21 211:20 pa 2:5 package 120:16 120:19 166:15 packed 67:11 page 3:2 4:2 5:3 6:3 12:12,13,17 13:8 22:18 23:10,21 24:17 26:14,15 31:24 37:11 45:25 53:23 60:2 65:15 74:1 94:13 95:8 133:4 137:3 145:11 151:10 151:11,11 156:3 165:2 180:21 183:6,6 184:18 185:4,10 pages 11:22 paid 37:14,16 37:17,21 38:2,4 76:19 82:11,24 83:1,20,24 84:1 |
|---|---|--|---|

[paid - person]

Page 249

| | | | |
|---|--|---|--|
| 95:13 100:13 103:21,22,23 126:14,16,20 130:2 137:25 140:19 141:3 159:6,6,24 164:15 165:4 167:9,10 170:18 179:2,5,6 183:13,19,24 191:13 198:23 paper 38:20,25 49:20 52:13 57:2 paperwork 66:1 66:8 paragraph 24:19 133:5,14 135:5 137:3 165:3 parents 138:9 part 22:7 32:2,7 41:19 49:7 69:21 72:8 74:13 80:25 95:24 106:25 108:14 114:17 114:19 115:8,19 120:6,15 121:10 122:6,15 123:10 124:9 127:15 129:7,8 135:9,9 135:11 138:5 148:5,7 157:16 | 164:6 191:7 194:6,11,15,19 195:8,24 197:25 202:18 206:19 207:1,1 partial 169:2 partially 78:8 78:10 79:18 particular 117:10,12 209:12 particularly 89:9 124:1 126:3 166:15 parties 7:21 23:10 24:21,25 212:13,16 213:10,13 parts 122:11 pass 155:12 passenger 63:25 passengers 134:8 passport 32:8 62:2,2 past 85:6 paste 147:9 pasted 157:6 path 45:21 pathway 45:13 102:13 103:1 pause 10:10 pay 79:20 80:4 80:5 81:7 82:3 | 82:22,25 99:14 99:15 100:18 106:23 107:24 107:25 108:2,5 108:6 114:13 127:14 128:7 130:4 138:5,11 139:9,10 145:1 149:24 155:4,21 164:4,13 167:5 167:7,8 payable 146:18 150:15 paying 80:13 137:15 141:22 190:19 payment 75:4 80:23 81:6 83:10 93:10 99:18 108:8 120:1 144:5 payments 93:12 112:13 160:24 163:20 184:3 195:4 paystubs 4:7 27:25 28:2,6,9 151:20 pc 156:22 158:13 penalties 160:20 penalty 182:8,9 182:16 | pending 10:4 people 40:23 85:9 99:4 103:6 109:4 126:21 130:16 135:16 159:24 175:23 179:20 196:8 205:5 perceive 209:12 percent 95:13 95:14 perfect 104:23 perform 69:9 189:8 performance 27:1 145:18 performing 143:11 period 56:8 82:23 89:7 102:22 153:2 158:14 188:10 permanent 64:18 74:23 206:2,5 permanently 68:12,24 174:3 permissible 30:2 permitted 7:24 persisting 111:8 person 111:10 122:19 160:13 174:15 |
|---|--|---|--|

[personal - president]

Page 250

| | | | |
|---|--|---|---|
| personal 32:3 38:6 73:4 118:23 151:25 158:13 171:22 personally 63:9 126:12 160:18 182:3 pet 136:23 petition 89:4 111:12 121:1 124:16,17,21,22 139:15 154:22 186:23 191:2 194:17 197:10 199:2 200:6 202:25 203:18 petitioner 125:2 ph 58:15 70:7 81:1 173:25 192:4 phone 39:11,12 46:11,21 61:23 62:1 101:17 155:4 190:20,23 203:9 phones 31:10 physics 51:14 52:21 174:13 pick 102:12 pickup 207:10 pin 128:20 pivot 73:1 place 29:11 54:16 141:7,25 | 174:4 203:12 plaintiff 1:5 2:3 8:13 plan 58:25,25 106:4,6 130:18 planes 134:6 planned 131:14 132:4 plans 68:5 180:8 platform 118:6 157:25 platforms 41:23 play 53:11 played 50:4,17 52:19 147:13 player 59:24 playing 122:14 playstation 18:23 pleasant 31:5 please 8:7,16 9:1,8,24 32:11 43:13 76:22 86:10 87:15 94:6,9 98:4 112:6 136:9 140:10,22 155:10 162:8 194:10 206:12 206:14 209:19 211:8 pleased 41:1 pllc 1:17 2:14 | plus 24:10 95:12 105:21,23 119:13 127:2 point 65:20 84:23 102:5 121:17 125:16 125:18 130:6 131:20 162:6 175:12 points 39:13 policy 56:7 118:24 141:2,6 141:15,16,20,24 170:13 political 42:17 122:14 123:14 poor 127:11 portal 118:8,11 position 16:10 16:19,21 18:9 23:21 41:20,21 42:13 44:6,11 93:8 94:20 95:5 99:13 116:24 122:7 127:11 130:3,3,7 139:16 144:25 145:19 153:21 160:16 161:8 178:10,12 179:3 187:1,4 195:1 positions 170:17 possession 158:5,6 | possible 33:14 40:1 56:17 61:6 65:1 148:19,25 157:6 192:15 possibly 163:13 potential 129:10 potentially 125:3 148:5 177:2 194:3 potter 100:3,9 100:10 150:6 151:1,1,6,8 166:12,13 167:17 170:5,7 pre 77:18 preclude 103:18 precluded 204:1 prefer 45:20 193:5 preference 45:10,17 prepare 61:5 108:22 195:22 prepared 10:25 125:8,9,11,13 196:21,25 213:4 preparing 98:5 presented 74:13 77:6 preserve 32:6 president 20:3 57:24 58:7 175:4 |
|---|--|---|---|

[pretended - public]

Page 251

| | | | |
|----------------------------|--|---------------------------------------|------------------------|
| pretended 128:16 | proceeding 7:10 7:23 8:4 48:17 | promise 105:17 106:14,18,25 | 94:23 96:11,11 |
| pretext 133:7 | 105:10 169:25 | 107:20,22 | 121:22 193:23 |
| pretty 108:10 | 204:20 213:6 | 108:11,14 | properly 182:6 |
| 115:18 153:15 | proceedings | 113:16 114:24 | proposal 144:15 |
| 161:8 162:2 | 212:4,6,7,10 | 115:4,8 116:20 | 145:25 |
| prevails 24:23 | 213:7 | 117:4,9 119:12 | proposed |
| prevent 129:13 | process 61:5 | 120:6 122:7 | 143:10 145:8 |
| previous 139:11 | 76:24 85:13 | 123:23 124:10 | 146:13 |
| 153:20 204:2 | 86:9,23 87:2 | 127:2,16 128:21 | proposing 143:3 |
| previously | 88:12 90:1,25 | 129:3,18,21 | proprietary |
| 38:10 116:3 | 91:4,9 112:10 | 161:2 162:9 | 21:5 23:17 |
| 193:22 194:19 | 174:4 191:20 | 187:9,16,18 | 178:13 |
| price 211:17 | produce 41:24 | 189:13,15,17,19 | protect 181:22 |
| primarily 18:23 | produced 7:23 | 189:19,21,23,25 | prototype 18:13 |
| principle | 71:13 | 190:3,9 203:21 | provide 49:11 |
| 166:25 | producing 16:8 | 205:2,6,7,13,17 | 92:10,20 94:18 |
| printed 171:9 | product 145:16 | 205:22 206:1 | 94:23 95:4 |
| 185:8 | 149:24 | promised 34:17 | 111:6 113:20 |
| prior 24:23 | production | 138:25 162:5 | 121:9,10,25 |
| 26:20 63:1 | 49:24 | 204:4 206:16 | 127:14 193:23 |
| 110:1 190:18 | profession | promises 176:19 | 206:4 |
| 212:6 | 18:24 | 204:24 205:5,8 | provided 26:24 |
| prix 17:6 | professional | promissory | 45:9,19 83:19 |
| probably 42:15 | 28:22 | 12:20,25 | 83:23,24 94:22 |
| 98:22 155:14 | profile 4:5 | promoted 41:10 | 121:11,13 145:8 |
| problem 10:12 | 15:23,25 16:25 | 111:2 114:11 | 147:17,22 |
| 36:9 85:9 | 70:16 | 117:2 | provider 155:13 |
| procedural 7:25 | program 58:16 | promotion 42:3 | provides 45:12 |
| procedure | 58:25 65:5 | 42:6 116:25 | 155:13 |
| 118:9 | progressing | proof 31:25 | providing 194:3 |
| proceed 45:10 | 53:8 | 32:12 38:10 | provisions |
| 172:17 | project 35:13 | 71:23 92:11,11 | 179:4 |
| | | 92:11,25 94:22 | public 1:21 |
| | | | 212:1,23 |

[publicly - recall]

Page 252

| | | | |
|---|--|--|--|
| publicly 159:12 159:13,22 pull 145:6,6 purchase 21:3 115:17 117:20 purchases 115:17 purely 21:8 34:13 72:15 79:4 145:14 148:23 160:1 179:23 203:8 purpose 18:11 purposes 130:14 pursuant 82:4 put 14:7,10 93:12 94:20 95:5 117:25 130:7 187:5 203:24 putting 110:3,4 | 32:10 100:22 113:22 153:9 154:6 196:11 208:19 questions 11:1 14:8 45:14 48:2 90:12 94:10 101:25 112:14 153:6 160:16 208:11,13,15 quick 65:18 204:15 quicker 45:12 45:21 103:20 quickly 165:21 quite 54:10 125:24 162:3 174:15 quotas 134:6 quote 148:5,5 | rather 21:23 29:13 51:25 53:7,21,24 81:6 102:10 138:25 148:25 168:3 170:15 rating 72:10,20 106:9 114:17 115:2,12,13,15 115:23 116:5 181:23 182:15 reach 80:6 210:14 reached 20:10 20:12,15,18 reaching 39:10 read 32:1 51:2,5 51:11 57:4 73:15 92:4,7 133:2 147:7,8 208:16,18 209:5 readable 186:3 reading 24:6 25:3 30:20 51:12 55:11 67:17 144:8 209:1 ready 69:7 reaffirmed 85:7 really 10:7 35:11 157:17 161:10 168:10 reapplied 70:25 | reason 29:17 48:3 85:19 140:21 178:20 reasonable 26:23 reasonably 84:20 85:17 129:12 143:14 202:17 203:3 reasons 30:2 54:13 92:16 95:19 171:23 recall 18:2 19:6 21:13 29:6 30:20 32:22 34:2 41:12 46:12,13 47:25 49:19 52:3 55:10,11 58:5 60:10 64:11 67:17 68:1,5 70:2 74:19 78:3 78:6 80:7 83:4,5 83:11 84:7,8,12 88:15,17 101:21 101:21 103:9 124:8 126:8 129:5,23 131:2 136:13 137:23 137:25 138:12 140:1,5,8,12,22 146:2,16 169:2 171:9 173:7 174:11 175:12 |
| q | r 2:1 7:1 15:8 racing 16:9 18:12,13,21,22 174:23 raise 8:16 143:7 186:15 194:8 raised 127:21 160:3,21 162:17 176:13 203:15 ran 17:4 rate 84:9 151:18 188:6 193:12 | | |

[recall - reimbursement]

Page 253

| | | | |
|--|---|---|--|
| 184:11 196:11 recap 131:11 receipt 63:24 68:19 receipts 119:9 receive 28:1,6,9 84:20 85:14 93:14 105:20,25 106:3,7,23,24 108:5 120:1 121:2 154:23 197:7 received 29:13 65:2 75:13 87:5 91:1 92:12,21 95:22 114:14,16 119:17 121:5 144:12 146:11 154:24 191:2 193:7 195:13 receiving 147:16 190:17 190:18 194:16 194:17,17 recognize 10:23 11:16 15:23 22:19 27:24 28:17 36:1,24 39:7 40:17 42:25 45:2 47:15 54:23,24 59:18,20 60:19 62:22 64:3 65:12 69:18 | 71:20 73:16,16 76:3 86:2 89:18 91:20 93:23 97:11 142:18 150:10 recollection 67:24 148:11 183:18 recommend 208:25 record 7:3,9,10 7:20 8:7 9:9 15:10 48:12,15 48:16,19 50:19 51:2,6 71:18 105:4,8,9,12 131:6 161:19,21 168:1 169:19,23 169:24 170:2 171:11 172:12 204:18,19,22 211:19 212:10 213:7 recorded 8:2,4 212:7 recording 53:20 212:9 213:5 recordings 7:23 52:17 records 83:12 recoup 77:18 144:19 188:5 202:21 | redacted 32:3,6 32:7 reduce 79:19 127:10 reduced 212:8 redundancy 21:23 177:15 redundant 82:9 82:10 177:20,22 180:15,19 181:25 ref 4:22,25 reference 43:7 111:22 referenced 113:5 references 79:1 85:4 205:19 referencing 94:13,15,15 158:24 referred 43:25 44:1 163:10 178:4 179:22 referring 78:11 92:3 112:2 136:17 140:9 141:21 155:14 157:17 163:2,5 170:8 171:24 178:9 189:22 194:22 refers 143:9 157:10 180:22 | reflect 15:25 194:7 reflected 28:2 162:7,14 193:20 reflects 195:5 refresh 50:1 regain 79:9 regarding 39:5 65:9 75:3 78:20 97:8 100:4 107:22 112:13 117:9 119:12 128:21 159:19 185:5 189:13 205:17 regular 209:20 209:21 210:23 211:17 regulations 134:5 rehire 182:1,5 reimburse 77:17 78:1 79:16 104:9 127:2,6 160:9 164:7 179:17 188:20 reimbursed 27:5 81:12,14 117:20 138:14 149:25 179:7 184:15 reimbursement 26:24 28:3 |
|--|---|---|--|

[reimbursement - represent]

Page 254

| | | | |
|--|--|--|--|
| 76:10 77:24 78:9 79:18 80:21 81:8,11 83:1 118:2 127:15 128:4,5 131:24 148:14 160:7 179:24 reimbursements 141:13 reimbursing 155:23 163:19 163:21 reinstate 180:20 reiterating 144:9 rejected 72:22 72:23 119:18,20 139:22 140:18 140:20 183:23 rejection 140:6 140:25 rejections 126:2 related 17:7 26:19 108:24 119:11 128:5 173:13 179:18 203:22 205:11 212:12 213:9 relates 117:22 relating 43:14 relation 179:8 relationship 109:1 | relative 200:2,9 200:10 202:3,8 212:15 213:12 relatively 85:12 release 18:20 145:20 149:1 relevant 17:1 49:7,10 53:13 reliance 129:18 relied 107:5 109:5 116:13 187:16,18 relocate 55:19 105:19 113:16 113:17 116:20 135:3,18,19 136:11 187:9 206:1,3,4,14 relocating 68:11 137:16 relocation 33:15 34:12 42:1,4,8 42:10,14 64:18 72:8 80:25 96:9 104:4 106:19 113:23 133:21 134:18 166:15 172:19 189:23 190:19 194:9,19 194:21 203:15 205:19 206:2,20 rely 129:21 208:5 | relying 187:8 203:20 remain 43:15 44:14 160:17 remainder 169:4 remains 13:8 remember 52:2 60:9 64:14 67:16 76:17 86:15 98:12 100:7 139:24 142:18 165:22 166:21 174:6 177:16 remind 130:10 192:2 reminded 192:3 192:3,5,16 reminder 66:2 remittance 98:5 remotely 154:14 remove 181:18 183:22 removed 180:19 removes 56:8 remuneration 95:11 reneged 129:3 144:11 reneging 127:1 160:2 rent 74:10 75:4 77:23 78:2 | 79:18,24 80:13 80:16,23 81:9 81:11,12,15 82:4,12,22 83:4 83:8,15,25 84:3 84:22 155:17,17 155:24 168:11 169:6 190:20,22 203:1,9 rental 160:6 repeat 32:10 46:3 86:20 114:19 194:10 rephrase 9:25 56:16 reply 148:2 report 5:4 6:7 69:16 139:22 183:4 reported 1:21 126:1 175:11 reporter 7:6,7,8 8:14 9:1 10:7 11:11 40:12 50:7,11 208:16 208:20,23 209:17,20,22 210:14,18 211:14,18 reporting 175:10 represent 8:10 9:7 25:16 183:3 |
|--|--|--|--|

[representable - right]

Page 255

| | | | |
|--|---|---|---|
| representable 19:10 | requires 29:25 86:22 | responses 10:15 10:15 | retaliatory 125:24 140:16 |
| representation 110:25 | research 137:9 | responsibilities 123:19,20 124:2 | 160:4,23 |
| request 29:13 32:15 69:16 99:11,11 168:18 172:4,9 | resident 120:10 | 182:2 | return 31:1 62:1 62:6 167:1,20 167:25 172:4 |
| requested 91:24 92:10 93:6 98:7 99:13 104:4,5 117:25 124:5 196:20 | residing 134:25 | responsibility 124:25 | returned 153:13 173:11 |
| requesting 87:4 87:7,11 111:12 | resign 153:25 | responsible 16:8 29:7 88:19 91:2 95:25 110:17 182:3 192:22 | returning 172:20 |
| requests 150:20 | resigned 136:25 153:21 | rest 53:13 79:21 80:9 | returns 181:13 |
| require 27:4 30:25 61:8 86:10 87:8,9,10 140:24 142:1 | resolution 161:14 | restart 50:6 | review 90:4 209:2 |
| required 30:23 63:8 87:15 90:5 107:9 109:9 110:13 121:22 125:17 126:1 167:24 170:14 178:19 179:16 | resolved 165:21 | restate 162:8 | reviewed 162:23 |
| requirement 30:12 | resources 43:22 | restrained 31:18 | reviewing 178:8 |
| requirements 51:23 53:5 107:7,8 120:13 178:16 | respect 24:22 138:3 161:12 179:2 | restrictions 29:10 | rid 57:1 |
| | respectively 61:7 | restricted 29:12 | ride 207:12 |
| | respond 13:14 46:9 48:4 60:5 90:4,9 111:13 112:19 113:11 | result 134:7 197:13 198:11 198:12,13 202:25 203:18 | right 8:16 9:18 10:21 12:11,24 13:7 14:25 15:9 18:9 20:7 22:6 22:13 23:11 25:20 26:11,14 27:4,12 28:1,15 28:25 30:13,19 30:21 32:13 33:3,6,13 34:2 35:15,25 37:9 40:10 42:23 44:4,14,18,25 46:1,25 47:24 50:3,15 51:10 |
| | responded 36:14 76:13 112:17 113:11 | resubmission 140:24 | |
| | responding 46:1 | resulted 133:7 | |
| | response 13:13 13:23 37:11 39:25 46:5 60:3 60:4 63:1 91:14 112:25 113:2 143:6 144:9,14 144:16 149:17 150:19 167:23 168:19 176:17 | retainer 37:19 100:20 | |
| | | retaining 100:14 | |
| | | retaliation 127:4 161:15,16 | |

[right - second]

Page 256

| | | | |
|-----------------|-------------------------|-------------------------|-------------------------|
| 53:18 54:21 | 187:3,14 188:11 | s | 59:23 67:9 74:3 |
| 56:13 57:7 | 189:20 190:12 | s 1:5,8 2:1,3,12 | 76:9 100:13 |
| 58:11 59:16 | 193:4 194:9 | salary 143:10 | 147:10 156:10 |
| 60:17 63:22 | 199:7 201:19 | 190:16 194:25 | 158:19 162:22 |
| 64:23 65:7,14 | 203:1,11,16 | 195:15 203:25 | 163:14 164:22 |
| 66:1 69:7 71:10 | 206:2 209:2,9 | sale 20:7 188:2 | 166:13,25 170:7 |
| 72:1,22 73:6 | 210:1 | 188:9 202:15 | 174:5 175:20 |
| 76:20 78:7 82:5 | rings 52:4,5 | sales 202:11 | 183:7 184:10 |
| 83:23 87:6 | risk 70:15 153:5 | sanctions 33:6 | 195:7 198:4 |
| 89:17 91:12 | 182:14 193:25 | satisfactory | 208:3 |
| 93:19 94:1 95:1 | rivera 213:3,20 | 26:25 | scenario 77:11 |
| 95:17 96:9,17 | rmit 17:15,21 | saunders 43:20 | 195:18 199:5 |
| 97:6,25 99:8 | roche 20:4 | 177:12 | 201:13 202:7,9 |
| 100:20 101:13 | 132:13 | save 145:16 | scenarios |
| 106:18 107:1,14 | role 41:14 57:25 | saved 162:24 | 186:17 |
| 107:18 109:18 | 110:20 114:11 | saw 44:2 45:23 | schedule 23:20 |
| 109:21 113:15 | 114:12 122:10 | 49:20 63:2 | 43:7 51:20 |
| 114:4,25 119:7 | 122:16,20 123:1 | 111:15,18 | 101:25 |
| 121:5 131:11 | 123:2,8,9 | 176:14 | scheduled 53:2 |
| 132:9,9 133:8 | 135:13 154:9 | saying 36:8 52:2 | scope 117:3 |
| 133:21 134:21 | 177:19 179:8 | 61:1 65:16 | score 116:5,9,10 |
| 134:23 135:1 | room 31:6 | 79:15 81:13 | 116:17,18 |
| 137:20 140:5,17 | roughly 183:16 | 87:8 98:4 107:6 | 182:15 |
| 140:19 141:17 | 183:19 184:1 | 120:20 127:2 | screenshot 36:5 |
| 143:25 145:9 | routinely 192:6 | 139:3 140:21,22 | 75:23 173:23 |
| 148:8 152:12,18 | 192:7 | 144:4 146:22 | searching |
| 158:6,17 160:10 | row 172:6,13,14 | 165:13 173:25 | 110:25 134:12 |
| 161:3 162:4 | 172:19,21 195:7 | 174:22 196:22 | 174:4 |
| 163:10 168:5 | 197:21 | 198:15 | sec 126:1 129:8 |
| 169:16 171:23 | rug 145:6 | says 25:15 30:21 | second 40:5 |
| 173:17 174:5 | rules 7:25 9:14 | 33:9 39:12 | 48:13 50:20 |
| 178:23 179:25 | ruling 56:7 | 40:25 43:5 45:8 | 57:4 70:1 71:2 |
| 180:10,24 | run 98:24 211:5 | 51:13 57:13 | 123:10 133:4,14 |
| 184:19 186:1,5 | | | 137:3,3 146:18 |

[second - signed]

Page 257

| | | | |
|--|--|--|--|
| 164:6 184:18 186:21 189:25 190:2 section 94:3 secure 102:15 180:7 secured 75:8 76:14 106:10 122:19,19 see 10:9 12:13 12:22 23:10 24:16 26:15 27:2 28:8 33:11 34:20 37:3 39:10,14 40:2 41:5 43:3 44:20 44:21 45:6 46:1 46:2,6 47:18 48:22 49:1 52:8 52:12 53:22 54:25 57:11,17 60:6,10 63:4,11 65:15 66:4 73:25 74:5 75:24 89:24 94:2,6,12 97:13 100:5 102:8 111:7,13 112:7 114:7 128:17 131:22 136:14 140:2,7 142:24 143:6 148:9 156:8,11 170:10 181:3 184:14 | 191:11 198:3,6 199:15,18,25 200:1 201:11 204:16 seeing 36:9 seek 149:20 seem 55:13 183:15 seen 33:23 61:16 87:5 109:12 133:3 selected 101:1 selection 99:20 100:22 selling 79:2,2 send 36:10 38:12 43:5 51:2 90:7,14,18,22 90:23 109:20,22 109:23,24 131:7 sending 28:25 29:1,8 37:6 40:20 90:10 91:6 94:1 97:14 97:17 99:7 senior 42:18 43:22 89:8 sense 141:19 159:5 sent 32:25 37:3 37:5 38:10 39:4 45:4 46:5 66:25 110:12 112:4,5 132:17 139:23 | 143:12,22 170:8 separate 25:24 117:19 121:21 separately 81:2 september 36:8 37:4 39:5 40:8,9 45:25 46:2,5 61:17 106:13 115:4,6 117:7 134:16 175:25 189:20 194:24 195:17,20 205:1 205:13 series 174:23 seriously 207:24 services 37:15 38:3,4 99:15 126:15 145:2,3 164:14 setting 99:2 seven 184:2 several 19:15 58:17 62:7 78:24 187:25 196:1,8 shared 40:25 128:15 162:21 162:21 shareholder 109:1,2 shareholder's 109:3 sharepoint 158:9 | she'd 98:25 sheets 158:11 186:5 shell 181:7 shipping 166:21 shortage 74:9 shortly 142:24 show 17:6 50:25 51:19 53:1 79:5 92:25 112:1 186:16 188:25 showed 78:24 186:17 188:12 188:16 190:5 showing 52:12 113:7 198:14 shown 208:3 shows 112:22 shut 21:25 178:20 179:25 181:3 182:7,11 shutting 181:18 side 69:10 163:10 sides 116:14 sign 27:14,16 34:22 66:17 182:13 signature 22:19 43:24 212:21 213:19 signed 43:19 129:25 130:1 |
|--|--|--|--|

[significance - started]

Page 258

| | | | |
|---|--|--|---|
| significance 9:21 | smaller 131:12 | sounds 67:19 | 121:9 124:10 |
| significant 74:16 77:4 88:3 89:7 126:11,22 151:13 158:13 160:19,20 193:13 | software 126:16 | southern 1:2 | 137:18 138:25 |
| significantly 81:18 126:18 | sold 19:7 20:20 20:20,23 136:22 136:24 | speak 10:8 19:14 103:7 112:12 137:20 137:23 144:1 145:6 149:15 | 154:21 189:20 204:3 206:4 |
| similar 18:22 32:24 | solution 160:13 | speaking 51:22 85:10 147:8,17 196:25 | sporadic 17:11 |
| simple 108:11 197:14 202:2 | solvent 160:17 | speaks 167:21 180:13 | spreadsheet 78:23,25 98:8 128:25 162:23 163:4 183:7 184:4,14,17 185:5,9 186:13 187:5 188:16,25 190:5 195:22 |
| simulator 17:4 18:21 | sony 18:23 | specific 140:8 205:3 | square 16:24 |
| simulators 17:4 | soon 54:5 56:17 65:1 84:21 85:1 123:16,17 160:21 192:15 | specifically 41:19 | squared 66:4 |
| sing 66:2 | sooner 51:25 53:7,21,24 | specifying 87:18 | stack 57:1 |
| single 34:14 169:3,6 203:25 | sorry 10:22 13:23 14:24 20:17 25:7 30:5 33:20 42:5 46:3 55:17,25 58:3 61:1 62:3 75:9 86:20 88:22 90:16 96:17 102:7 106:2 111:17 112:20 113:21 115:5 118:15 122:18 132:10 150:14 150:24 156:7 162:8 166:6 167:8 168:12 190:14 194:10 210:16 | spell 15:7 | staff 181:25 |
| sir 164:19 | | spend 170:9 | stamp 49:21 196:12 |
| sit 209:4 | | split 119:25 | standard 120:15,19 |
| sitting 33:16,22 | | spoke 70:6 103:10 192:18 | stanley 179:19 |
| situate 201:13 | | spoken 101:4 149:14 | start 21:12 24:1 49:5,9 81:15 86:10,25 87:1,8 87:10,12,15 89:25 90:25 91:4 126:20 137:3 |
| situation 88:5 118:21 129:22 168:3 175:22 208:22 | | sponsor 116:21 137:7 154:19 | |
| six 56:8 110:15 134:7 | | sponsored 111:10 | |
| skills 212:11 213:8 | | sponsorship 106:7,20 107:1 107:24,25 108:10,20 110:18 113:20 113:25 114:10 | started 20:6 82:19 88:11,13 90:4 117:15 125:19 171:14 |
| small 130:15 185:9 186:3 | sort 118:20 135:15 192:16 | | |

[starting - supplied]

Page 259

| | | | |
|---|--|--|---|
| <p>starting 38:12 91:9 195:20 starts 40:22 133:5 185:13 state 7:19 9:8 15:10 112:6 133:6 135:6 163:8,8 168:23 172:12 stated 116:22 117:11 143:16 155:16 187:22 197:6 statements 161:5 174:16 states 1:1 24:1 29:16 39:6,23 60:23 94:4 115:21 116:5 117:16 120:16 137:5 138:23 149:12 153:20 165:25 171:5,11 180:22 196:19 stating 107:6,7 142:25 status 59:4,11 69:6 86:13 172:11 stay 17:8 57:15 75:1 125:22 127:3 152:20 159:3 164:17,20 164:23 165:14</p> | <p>stayed 57:20 72:11 77:12 134:10 138:22 186:19 193:3 197:2 199:3 200:4,12 202:1 staying 114:18 114:22 200:16 206:9 stenographic 8:2 step 74:16 steven 20:2,14 20:15,18 58:8 123:15,17 149:14,16 166:14 167:16 167:23,24 170:14 173:24 173:25 174:15 174:17 175:3 176:19 177:12 180:8 sticker 38:21 stipulated 103:4 stipulation 8:3 stock 25:24 26:3 26:5,11 95:18 95:19,20,23 96:3 stolen 179:22 stop 104:15 stopped 50:5</p> | <p>storage 180:2,4 181:10,11 storing 178:17 story 99:1 straightforward 45:13 85:12 stranded 134:12 studio 21:9,25 23:23 43:10 44:7 studios 41:2 study 17:12 stuff 158:19 160:9 subject 24:22 39:6 60:22 112:8 149:15 submit 94:8 96:11 103:24 104:11 118:4,7 118:10,18 119:6 119:8 141:10 142:4,10,11 163:9,10,14 submitted 77:9 100:16 118:16 118:18 139:25 140:3 183:10 184:5,5,12 196:17 subsidiary 22:3 22:4 subsidized 153:15</p> | <p>substantially 123:22 subtract 198:1 198:11 199:20 subtracted 199:10 suffered 139:14 147:15 sufficient 115:12 127:13 sufficiently 124:3 suggest 146:15 suggested 29:17 34:15 77:20 79:19,21 81:5 92:19 98:23 99:3 103:17 127:12 155:22 163:16 164:1 suggestion 101:4 164:4 suite 1:19 2:7,16 7:15 sum 81:6 summary 133:6 183:7 209:25 210:7 supersedes 24:23 supervisor 175:6,7,8,10 supplied 70:9</p> |
|---|--|--|---|

[suppliers - terminated]

Page 260

| | | | |
|---|---|---|---|
| suppliers 126:15 145:3 support 91:24 194:5 supporting 104:5 suppose 65:24 173:24 supposed 30:11 147:17 176:2 sure 10:5,10 19:21 32:5,12 35:21 48:14 62:10,11 64:10 66:3 85:15,17 90:6 107:16 116:11 124:24 126:23 141:18 144:17,22 145:4 148:20,25 149:23 154:7 194:11 196:12 199:8 surgery 153:16 154:1 surplus 197:16 197:20,21 surprise 70:14 112:14 175:20 175:23 surprised 70:21 suspended 126:14 145:3 | suspension 51:15 52:22 sustain 131:20 151:12,13 sustained 143:21 144:19 sustaining 158:24 swear 8:15,16 sworn 7:21 8:23 212:6 sync 173:23 synced 211:3 system 83:12 151:23 184:9 t table 156:8 tactic 160:1 take 7:9,17 10:3 18:14 21:11 27:23 30:18 43:17 46:8 57:4 57:5 77:22 81:21 92:3 93:9 97:2 104:14,20 116:15 126:25 129:12 130:16 133:2 156:21 157:9 176:16 191:20 197:13 199:7,8 204:15 taken 7:12 31:21 151:21 | 171:12 212:4,14 213:11 talk 101:25 107:13 176:6 187:7 talked 101:3 116:2 117:1 206:23 talking 28:3 35:13 107:8,14 121:22 122:5 161:25 tax 62:1,5 77:2 77:18,24 81:7 98:21 137:5,16 151:16,18,21,24 152:2,9 155:21 163:18 164:4 186:19 188:6 190:17,22 197:15 198:5 201:14 202:21 taxes 137:4,11 team 21:10 48:24 54:15 57:7 119:10 156:10 172:24 teams 4:9 5:7 6:4 36:5 55:1 59:18,21 75:23 147:4,23 173:20 192:12 technical 41:17 41:22 123:1,9 | technology 8:5 41:2,11,15,23 43:9 44:7 52:10 114:11 116:24 117:1,3 122:8 122:16,18,18,22 122:24 123:6,7 123:19 tell 9:17 14:5,15 16:3 17:16 18:19 71:22 82:12,24 98:17 118:4 129:23 132:19 137:13 199:9,13,14 210:1,22,23 telling 63:6 66:7 109:5 165:11 173:21 177:18 temporary 166:19 167:3 ten 87:20 95:13 209:20,22,22,24 tentative 51:20 53:2 term 70:13 74:3 122:2 terminate 65:21 121:18 terminated 21:20 82:7,9 110:14,15,19 165:23 177:21 |
|---|---|---|---|

[terminates - time]

Page 261

| | | | |
|------------------------------------|-----------------------------------|------------------------|-----------------------------|
| terminates 181:25 | thereabouts 21:15 64:13 | 122:5 126:9,25 | three 12:20,25 |
| terminating 136:21 | 74:19 161:10 | 128:14 129:4 | 13:8 24:7 58:21 |
| termination 21:23 169:11 | thing 10:14 | 131:22 134:3,7 | 73:25 97:1 |
| 180:24 | 53:10 153:24 | 141:23 142:2 | 102:13,22 133:5 |
| terms 22:21 | 157:18 174:22 | 143:19 144:23 | 166:17 170:9 |
| 43:13 44:10,13 | 190:25 209:1,2 | 148:18,19 | 186:17 188:7 |
| 107:9 117:12 | things 89:6,13 | 151:21 152:22 | 191:21,22 197:7 |
| 146:21 179:9,13 | 106:24 109:10 | 153:3,4,17 | 200:22,23 |
| terrible 130:5 | 113:21 115:25 | 155:6,12 158:2 | 210:19 |
| 160:15 | 116:2 117:20 | 158:10,23 | thresholds 159:20 |
| testified 8:24 | 133:2 137:19 | 159:22 160:18 | ticket 4:22,25 |
| testifying 212:6 | 143:12,19 149:2 | 162:22 165:8,24 | 63:23 68:18 |
| testimony 8:17 | 153:7 193:6 | 166:2 167:24 | time 1:16 7:2 |
| 83:7 211:20 | think 16:12,23 | 168:25,25 169:9 | 8:6 9:12,13 |
| text 36:7 37:6 | 18:1,2 19:7 20:5 | 170:13 171:16 | 16:12 17:11 |
| 57:6 67:9 | 20:16 21:14,15 | 171:16,17 | 19:6 20:5 21:11 |
| texted 36:12 | 22:7 34:14 35:7 | 173:12,19 176:6 | 21:22 23:8 26:9 |
| texts 173:24 | 36:5 48:2 50:5 | 176:22 179:19 | 28:24 29:10,14 |
| thank 8:14 9:1 | 56:7 58:5 61:24 | 179:21 184:15 | 29:16,17 32:23 |
| 15:17 19:9 45:8 | 62:14 63:14,17 | 187:14 188:14 | 33:10 34:12,13 |
| 48:21 60:5 61:1 | 67:25 74:11 | 190:5 195:11 | 34:24 35:13 |
| 67:10 76:14 | 76:23 77:7 | 196:1,8,23 | 36:19 37:4 |
| 90:10 96:23 | 78:14 79:22 | 200:24 207:14 | 39:12,22 41:12 |
| 105:13,15 170:4 | 80:1,10 81:17 | 207:16 208:10 | 41:16 42:11 |
| 204:24 211:7 | 83:25 84:9,25 | 209:4 | 46:14,19 47:1 |
| thanks 39:12 | 85:8,13,19 | thinking 53:4 | 48:14,18 52:18 |
| 96:25 166:13 | 87:25 88:9 92:2 | thought 74:22 | 53:3 54:16 55:6 |
| theft 179:23 | 94:19 95:19,22 | 74:25 122:1,3 | 55:21 56:6 57:5 |
| theme 176:18 | 97:19 98:25 | 136:12 147:19 | 58:1,2 59:11 |
| 192:6 | 102:6,7,14 | 149:3 155:1 | 61:3 65:2 66:11 |
| | 103:9 104:20,22 | thoughts 35:4,6 | 69:1 70:14 71:2 |
| | 109:2 111:2,20 | thread 4:12 | 72:10 74:9,12 |
| | 112:4 113:4 | 39:10 40:21 | 74:15 77:10,20 |
| | | 65:15 89:24 | |

[time - traveling]

Page 262

| | | | |
|------------------|-------------------------|------------------------|-------------------------|
| 80:13,18,20 | 205:5,9 207:15 | took 57:25 | transcript 7:22 |
| 84:10,22,23,24 | 211:17 | 68:23 81:19 | 51:12 211:15 |
| 88:3,7,9,19 89:6 | timeline 116:19 | 111:13 123:18 | 213:4,6 |
| 89:12 90:22 | 128:20 209:21 | 131:23 134:13 | transcription |
| 91:4 92:14,19 | timelines 144:24 | 140:16 141:25 | 51:1,5,7,11 |
| 92:20 94:18 | times 31:8 | 161:20,22 | transcriptionist |
| 96:5,8 99:12 | 108:24 109:4,5 | 168:20 205:19 | 212:9 |
| 101:9,12 102:14 | 152:24 176:10 | 207:24 | transfer 39:21 |
| 104:1,15,24 | 176:15 192:7 | top 26:15,15 | 66:11 99:7 |
| 105:7,11 107:10 | timestamp | 65:10 74:1 | 151:2,7 |
| 107:12 110:21 | 162:24 | 155:22 163:18 | transferring |
| 111:2 115:3,4 | timestamps | 164:4 165:3 | 42:17 |
| 116:15 118:21 | 128:17 | total 25:25 | transpired |
| 121:24 122:12 | timing 87:24 | 95:16 201:18 | 195:11 |
| 123:16,23,25 | 148:18 | touch 19:12,24 | transport 180:3 |
| 125:21 127:11 | title 29:6 43:8 | touring 174:19 | travel 4:8 5:25 |
| 128:9 130:5 | 154:7 180:17,18 | 174:23 | 26:16,18,19,23 |
| 133:2 134:9,19 | titled 150:9 | toward 136:17 | 29:10,11,14,20 |
| 134:21,24 | titles 123:25 | towards 161:9 | 30:2,3,11,14,15 |
| 135:24 136:3,13 | today 11:1 | tracked 42:16 | 32:13,15 58:4 |
| 136:15,16 | 51:18 52:25 | trade 129:11 | 58:22 86:12 |
| 137:10 143:18 | 100:14 150:14 | traded 159:12 | 89:12 117:25 |
| 152:23 153:17 | 166:16 171:1,2 | 159:13,22 | 133:15,19,24 |
| 154:2 155:6 | 171:3 | trading 129:11 | 141:11 142:1 |
| 156:16 158:14 | today's 211:20 | transaction | 153:8 170:24 |
| 160:16,18 161:1 | together 68:4,6 | 140:8 | 171:4 172:23,25 |
| 161:4,24 169:22 | 68:7,8,9 110:3,4 | transcribe 49:5 | 173:13 |
| 174:13 175:4,11 | 126:25 162:23 | 53:17 | traveled 64:14 |
| 175:12 176:7 | 187:5 192:10 | transcribed | 88:2 135:25 |
| 180:17 188:10 | told 62:4 102:19 | 10:6,16 50:21 | 152:11,15,16,23 |
| 188:12,15,25 | 116:13 120:21 | 50:23 | traveling 31:14 |
| 190:17,18 | 164:17 175:24 | transcriber | 31:18 46:10,12 |
| 192:19 202:4 | tomorrow 76:16 | 213:1 | 65:2 117:15 |
| 204:5,17,21 | | | 134:22 171:14 |

[traveling - understood]

Page 263

| | | | |
|--|---|--|--|
| 173:3,5,9 174:1 trend 191:6 tried 110:22 180:20 182:4 tries 182:1 triggered 26:12 trip 30:4,5 31:20 59:2 171:1 172:20 triple 182:23 trips 171:10,13 171:17,19 172:22 trouble 121:15 122:4 194:3 true 11:23 12:1 13:9,13,16 54:4 136:12 212:10 213:6 trust 53:16 174:17 trusting 59:21 209:15 truth 8:18,18,19 9:18 104:3 143:15 truthful 33:2 127:5 try 50:15,18 51:3 52:18 69:5 160:2,24 trying 54:3,4 80:19 128:20 149:20 150:20 | 160:12 180:7 tuesday 67:11 67:12,14 tune 160:22 tuning 51:15 52:22 turismo 18:22 turn 12:12 60:2 twelve 74:17 twenty 46:8 95:13 twice 186:1 two 40:1,2 46:15 47:25 60:3 63:6 93:12 94:1 95:13 102:11 103:2 114:12 120:1 122:11,11,25 123:8 127:1,20 133:5 134:3 136:23 157:7 160:3 162:16 165:24 186:5 191:21,22 195:3 197:7 198:14 201:6 204:24 205:25 type 161:24 typer 155:5,6 typewriting 212:8 typically 117:13 118:17 125:1 | 140:18 147:23 173:10 176:16 184:8 197:6 u u 15:8 70:7,8 u.k. 58:4 67:13 172:20 174:24 180:18 u.s. 56:7 58:21 59:5 63:11 65:25 69:6 77:3 78:5 86:11 87:20 90:5 98:23 99:1 137:17 152:2 171:4 174:1 201:19 206:25 ultimately 88:19 89:2 92:16,24 110:17 128:15 132:25 135:14 138:23 139:15 144:18 160:14 180:8 187:18 188:5 192:21 202:20 umbrella 22:8 unable 153:19 unclarity 175:25 unclear 147:21 147:25 148:4 | uncommon 99:1 under 7:24 9:15 35:11 41:21 44:12 58:14,15 58:24 65:21 88:18 106:3,6 121:18 170:16 179:9,13 184:10 184:16 190:15 192:25 194:11 195:18 197:14 198:11 199:4,11 199:16,19 201:12 underneath 191:3 understand 7:21 9:14,23 13:3 14:1 15:9 17:22 25:11 50:7,10 56:1 66:16 80:19 86:19 107:3 118:15 124:24 175:20 180:12 199:8 understanding 24:24 25:14 45:11 56:4 66:9 75:3 77:1 120:25 122:21 146:5 206:17 understood 22:1 27:11 |
|--|---|--|--|

[understood - visa]

Page 264

| | | | |
|--|---|---|--|
| 50:11 59:10 95:8 116:14 120:22 208:19 underway 111:9 unemployed 55:24 56:2 unfair 158:24 unfortunately 177:19 unfulfilled 203:21 unintelligible 39:14 42:24 50:14 51:6,8 52:9 53:6 76:15 78:7 79:23 88:16 95:21 99:13 102:10 106:21 107:18 117:12 126:19 129:10 157:18 161:17 174:22 182:5 188:14 191:24 208:12 208:23 209:10 united 1:1 29:16 39:6,23 60:23 115:21 116:5 117:15 120:16 137:5 138:23 153:20 165:25 171:5,11 units 19:7 | university 17:13 17:20 62:3 unreasonable 160:13 upset 144:10 urgent 29:13 54:11,12 usa 27:15 39:6 usd 24:6,8 77:8 79:25 93:5,6 105:24 195:4 use 10:14 18:25 38:20 94:8 98:24 102:14,21 103:5 108:12 118:7,23 145:5 189:16,18 202:1 used 32:21 70:13 94:23 98:23 119:1,5 157:2 180:6,6 186:20 199:22 uses 7:24 151:25 using 41:23 usually 120:9 203:10 utilities 169:12 utility 154:25 155:4 v v 1:6 valentina 7:4 8:5 | valid 30:1,15 variation 43:6 191:5 various 17:6,10 34:7 95:19 133:1 151:24 205:19 vehicle 21:8 51:15 52:22 vehicles 115:18 venue 76:14 verbal 10:15,15 87:16 141:9 142:3,6 192:13 205:24 verified 103:3 veritext 7:9 version 157:19 196:14,22 versus 7:13 198:23 199:3 201:4 202:7 viable 181:4 victoria 17:19 video 8:4 210:24 211:12,13 videoconferen... 30:7 videographer 7:2,5 48:14,18 104:17 105:7,11 169:19,22 170:1 204:17,21 210:24 211:2,5 | 211:9,11,19 visa 40:1,2 45:11,14 47:22 53:5 55:20,24 56:2,12,17 58:13,14,15,24 65:2,4 66:12 69:2 75:8,13 76:24 77:6,14 78:2 80:11,14 80:17 81:2 82:5 84:17,20,25 85:14 86:9,19 88:14,24 89:3 92:20,21 94:21 95:1 97:8 98:6 100:4,14 102:4 102:13 103:24 104:11 106:11 106:20,21,24 107:1,4,18,21 107:22,23 108:13,18 109:7 109:9 111:3 112:8,10 114:1 114:14 115:24 116:21 120:23 121:2,5 130:14 139:4 152:17 153:5 154:19,22 171:15 186:22 191:8,15 192:15 197:3,7 200:6 |
|--|---|---|--|

[visas - word]

Page 265

| | | | |
|--|--|---|---|
| visas 58:17 61:7 138:24 voice 52:6 | wants 210:7 warning 142:9 water 96:19 | 52:23 55:6 67:15,16 81:18 88:1,1 91:15 134:3,8 152:22 168:20,20 174:2 204:11 | 172:16 192:15 203:20 |
| w | way 2:6 18:25 20:11 62:12 70:23 77:24 79:6 110:8 127:9,13 128:6 128:7 144:19 148:23 149:21 149:22,25 155:11 159:3 164:23 166:18 166:25 176:15 207:23 | weekend 94:5 weeks 15:15 30:19,22 46:15 110:15 133:16 134:4,14 191:22 197:7 welcome 105:14 105:15 159:2 164:22 165:13 209:7 | wife's 15:10 154:6 187:19 willing 119:22 144:16 157:14 161:16 windows 31:11 31:12 wire 99:7 100:16 wishing 29:25 wit 160:4 withdrew 134:10 witness 3:2 7:20 7:21 8:15,23 14:2,6,9,11,14 14:18,21,24 15:1 25:14,23 27:8 37:24 44:16 50:13 66:19 91:8 95:3 96:23,25 97:4 104:19 113:10 120:12,25 141:5 182:23 200:24 201:12 205:8 209:4,8,15 212:5 |
| wait 51:18 52:25 195:25 waiting 56:8 87:22,23 146:13 waive 208:16,18 208:25,25 209:1 209:11,16 waiver 58:14,17 58:24 65:4 152:17 171:15 want 10:10 19:13 51:1 53:9 53:18 57:5 87:1 101:6 104:14,17 104:18,24,25 107:13 109:7 110:6 127:3 128:3 147:14 153:4 159:3 160:9,11 164:23 165:14 199:8 210:19 211:13 211:14 wanted 122:17 135:17 144:17 144:22 145:4 148:13,14,20,25 149:12 152:6 160:14 185:9 | ways 118:25 we've 51:19 53:1 61:16 79:7 87:5 109:12 115:19 160:7 website 171:9 wedding 129:24 130:6,8,9,12,18 131:12,14 132:1 137:21,22 138:5 138:18 139:7,10 139:11,17 173:11 188:1,8 202:11,15 wednesday 1:15 41:8 57:13 67:12 112:8 week 41:3,6 45:10 51:16 | went 17:12,12 77:10 98:8 121:16 134:19 177:1 whilst 129:11 129:12 why'd 99:10 wife 61:25 73:21 73:21 86:11 101:8 105:25 106:4,7 107:25 113:20 114:10 121:9 124:10,12 130:17,20 131:8 136:25 137:18 137:24 151:12 153:19,25 166:18 167:1,11 | wit 160:4 withdrew 134:10 witness 3:2 7:20 7:21 8:15,23 14:2,6,9,11,14 14:18,21,24 15:1 25:14,23 27:8 37:24 44:16 50:13 66:19 91:8 95:3 96:23,25 97:4 104:19 113:10 120:12,25 141:5 182:23 200:24 201:12 205:8 209:4,8,15 212:5 word 156:24 158:9 178:3 193:5 |

[words - zeroed]

Page 266

| | | |
|------------------------|-------------------------|------------------------|
| words 145:7 | writing 26:20 | 208:19,24 |
| work 17:11 22:2 | 43:6 78:20 | 209:16 211:7 |
| 26:19 29:20 | 146:16 148:1 | year 17:10 18:4 |
| 34:2 35:12 | 192:9,17 205:16 | 24:9 58:13 59:6 |
| 39:23 51:4 | 205:23 | 59:9 61:2 84:3 |
| 52:18 54:16 | written 8:3 43:7 | 87:21 102:22 |
| 56:13 65:20 | 141:6,24 | 104:5 105:24 |
| 66:1 84:10 | wrote 126:13 | 119:14 126:7,10 |
| 115:21 128:5 | x | 130:19 131:2 |
| 144:17 153:20 | x 3:1 | 151:20 154:3 |
| 154:14,23 | y | 171:24 172:25 |
| 159:22 160:12 | yeah 11:11 14:4 | 181:5 185:16 |
| 161:17 178:14 | 15:17 17:18 | 192:1 206:7 |
| 182:10 195:16 | 31:11,21,23 | yearly 95:17 |
| 195:17 204:1,13 | 64:8,12 66:10 | years 16:7 77:2 |
| 207:18 | 73:13 76:1 | 77:2 98:21,23 |
| worked 27:10 | 79:14 80:15 | 102:14 |
| 85:6 204:5 | 83:13,23 87:7 | yesterday 59:25 |
| working 20:25 | 87:24 91:9 | z |
| 51:10,19 53:1 | 96:10,12,21 | zach 8:12 28:20 |
| 88:8 92:12 | 97:4,21 99:11 | 41:1 43:5 59:22 |
| 146:4 160:14 | 106:24 108:23 | 76:9 94:4 |
| 161:13 174:13 | 117:6 118:7 | 147:10 149:12 |
| 180:16,17 | 119:8 121:16 | 166:13 170:7 |
| works 184:9 | 125:3 128:10 | 174:1 |
| world 152:16 | 140:23 152:14 | zach.griffin |
| worries 15:3 | 157:2 161:24 | 28:23 |
| 25:9,9 | 164:22 174:16 | zachary 1:4,13 |
| worry 173:22 | 176:9 178:8 | 3:3 7:11,12 8:22 |
| worth 96:2 | 184:2,10,19 | 9:10 211:21 |
| wow 31:14 | 186:7,9 189:3 | zeroed 195:15 |
| 183:2 | 198:20 199:11 | |
| write 98:3 | 205:8 206:3 | |
| 106:16 142:9 | | |

FLORIDA RULES OF CIVIL PROCEDURE

Rule 1.310

(e) Witness Review. If the testimony is transcribed, the transcript shall be furnished to the witness for examination and shall be read to or by the witness unless the examination and reading are waived by the witness and by the parties. Any changes in form or substance that the witness wants to make shall be listed in writing by the officer with a statement of the reasons given by the witness for making the changes. The changes shall be attached to the transcript. It shall then be signed by the witness unless the parties waived the signing or the witness is ill, cannot be found, or refuses to sign. If the transcript is not signed by the witness within a reasonable time after it is furnished to the witness, the officer shall sign the transcript and state on the transcript the waiver, illness, absence of the witness, or refusal to sign with any reasons given therefor. The deposition may then be used as fully as though signed unless the court holds that the reasons given for the refusal to sign require rejection of

the deposition wholly or partly, on motion under rule 1.330(d)(4).

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE STATE RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.